

# AT&T Wholesale Agreement

**AGREEMENT**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T  
OKLAHOMA**

**AND**

**COMCAST PHONE OF OKLAHOMA, LLC**



Signature: eSigned - Barry Tishgart

Signature: eSigned - William Bockelman

Name: eSigned - Barry Tishgart  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: VP, Comcast Wholesale  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 16 May 2017

Date: 16 May 2017

Comcast Phone of Oklahoma, LLC

Southwestern Bell Telephone Company d/b/a AT&T  
OKLAHOMA by AT&T Services, Inc., its authorized  
agent

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA, and Comcast Phone of Oklahoma, LLC ("CLEC" also referenced as "Comcast Phone"), (a Delaware Limited Liability Company (LLC)), shall apply to the State of Oklahoma.

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

**WHEREAS**, the Parties want to Interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

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

**WHEREAS**, for purposes of this Agreement, Comcast Phone intends to operate where AT&T OKLAHOMA, the Incumbent Local Exchange Carrier(s) and Comcast Phone, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the Oklahoma State Corporation Commission;

**NOW, THEREFORE**, the Parties hereby agree as follows:

### 1.0 Introduction

1.1 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

### 2.0 Definitions

- 2.1 "Access Service Request (ASR)" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 2.2 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T OKLAHOMA to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.
- 2.3 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.4 "Affiliate" is as defined in the Act.
- 2.5 "Alternate Billing Service (ABS)" or "Alternately Billed Traffic (ABT)", as described in Attachment 10 - ABT, means the service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.
- 2.6 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.7 "AT&T Inc." (AT&T) means the holding company which directly or indirectly owns Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA. As used in this Agreement, AT&T refers to the AT&T Inc. ILEC only.



- 2.8 "AT&T OKLAHOMA" means the AT&T owned ILEC doing business in Oklahoma.
- 2.9 "Audited Party" means the Party being audited by the Auditing Party.
- 2.10 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.
- 2.11 "Automated Message Accounting (AMA)" means the structure that is inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by iconectiv (formerly known as Telcordia) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 2.12 "Bill Due Date" means thirty (30) calendar days from the bill date.
- 2.13 "Billed Party" means the recipient Party of a bill rendered from the Billing Party.
- 2.14 "Billing Party" means the Party rendering a bill.
- 2.15 "Bona Fide Request (BFR)" means the process described in Attachment 08 – Bona Fide Request (BFR).
- 2.16 "Business Day" means Monday through Friday, excluding holidays on which AT&T OKLAHOMA does not provision new retail services and products.
- 2.17 "Busy Line Verification (BLV)" means a service whereby an End User requests an operator to confirm the busy status of a line.
- 2.18 "CABS" means the Carrier Access Billing System.
- 2.19 "Calling Name Delivery Service (CNDS)" means a service that enables a terminating End User to identify the calling Party by a displayed name before a call is answered. The calling Party's name is retrieved from a calling name database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.
- 2.20 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T OKLAHOMA.
- 2.21 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Comcast Phone's switch to an AT&T OKLAHOMA E911 Selective Router.
- 2.22 "Centralized Message Distribution System (CMDS)" means the industry-wide data collection system, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS Direct Participants). AT&T OKLAHOMA is a CMDS Direct Participant.
- 2.23 "Central Office Switch (CO)" means the switching entity within the public switched Telecommunications network, including but not limited to:
- 2.23.1 "End Office Switch" or "End Office" means the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services. An End Office Switch does not include a PBX.
- 2.23.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.24 "Change in Control" shall mean the (a) consolidation or merger of either Party with or into any unaffiliated entity, (b) sale, transfer or other disposition of all or substantially all of the assets of either Party to an unaffiliated entity, or (c) acquisition by any entity, or group of entities acting in concert, of outstanding voting securities or partnership interests of such Party which give such entity or group of entities Control over such Party.
- 2.25 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 2.26 "Commercial Mobile Radio Service(s) (CMRS)" is as defined in the Act and FCC rules.
- 2.27 "Commission" means the Oklahoma Corporation Commission (OK-CC)
- 2.28 "Common Channel Signaling (CCS)" means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission

path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

- 2.29 "Common Language Location Identifier (CLLI)" means the codes that provide a unique eleven (11) character representation of a network interconnection point. The first eight (8) characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 2.30 "Competitive Local Exchange Carrier (CLEC)" means a telephone company certificated by the Commission to provide local Exchange Service within AT&T OKLAHOMA's franchised area.
- 2.31 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and any other damages typically considered consequential damages under Applicable Law, regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 2.32 "Control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interests) by contract or otherwise.
- 2.33 "Customer" means, whether or not capitalized, any business, residential or governmental purchaser of services provided by either Party to this Agreement. As defined herein the term Customer includes the term "End User" as used in this agreement and may include a wholesale customer of a Party such as, without limitation, providers of interconnected VoIP services. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.
- 2.34 "Daily Usage File" or "DUF" or "Usage Extract" means a service which provides End User usage call records as described in Attachment 11 - Daily Usage File.
- 2.35 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.35.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
  - 2.35.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
  - 2.35.3 any Force Majeure Event.
- 2.36 "Dialing Parity" means as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 2.37 "Digital Signal Level" means one of several transmission rates in the time division multiplex hierarchy.
- 2.38 "Digital Signal Level 0 (DS-0)" means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are twenty-four (24) DS-0 channels in a DS-1.
- 2.39 "Digital Signal Level 1 (DS-1)" means the 1.544 Mbps first level signal in the time division multiplex hierarchy.
- 2.40 "Digital Signal Level 3 (DS-3)" means the 44.736 Mbps third level signal in the time division multiplex hierarchy.
- 2.41 "Digital Subscriber Line (DSL)" means as defined in Attachment 14 - xDSL Loops.
- 2.42 "Discontinuance Notice" means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's Notice of Unpaid Charges.
- 2.43 "Disputed Amounts" as used in Section 11.9 below, means the amount that the Disputing Party contends is

incorrectly billed.

- 2.44 "Disputing Party" as used in Section 11.9 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.45 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.46 "End User(s)" means (i) a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail, or (ii) the retail customers of interconnected VoIP service providers who are wholesale customers of a Party where the NPA NXX codes are assigned to such Party in the LERG.
- 2.47 "Enhanced Service Provider (ESP)" means the provider of enhanced services, as those services are defined in 47 CFR Section 64.702.
- 2.48 "Exchange Access" means as defined in the Act.
- 2.49 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 2.50 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in iconectiv Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (xxxx refers to the year of publication).
- 2.51 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.52 "FCC" means the Federal Communications Commission.
- 2.53 "Feature Group A (FGA)" means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 2.54 "Feature Group D (FGD)" means the access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 2.55 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface), using a single point-to-point linear chain SONET system.
- 2.56 Intentionally Omitted
- 2.57 Intentionally Omitted.
- 2.58 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 2.59 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.60 "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 2.61 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.62 "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 2.63 "Integrated Services Digital Network (ISDN)" means a switched network service that provides end-to-end digital

connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two (2) 64 Kbps bearer channels and one (1) 16 Kbps data channel (2B+D).

- 2.64 "Interconnection" is as set forth in Section 251 of the Act and the FCC's implementing rules.
- 2.65 "Interconnected VoIP Provider" or "IVP" as used in this Agreement is an entity that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57) and for the purposes of this Agreement.
- 2.66 "Interconnection Activation Date" means the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 2.67 "Interconnection Service(s)" means any Interconnection, Resale Services, 251(c)(3) UNEs, Collocation, functions, facilities, products or services offered under this Agreement.
- 2.68 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.69 "InterLATA" is as defined in the Act.
- 2.70 "Intermediate Distribution Frame (IDF)" means a second frame that augments an existing Main Distribution Frame. Lines or outside cables that do not terminate on the IDF.
- 2.71 "Internet Service Provider (ISP)" means an Enhanced Service Provider (ESP) that provides Internet Services.
- 2.72 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between Comcast Phone and AT&T OKLAHOMA in which the originating End User of one Party and the ISP served by the other Party are:
- 2.72.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the Commission or regulatory agency; or
- 2.72.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 2.73 "IntraLATA Toll Traffic" means the IntraLATA traffic, regardless of the transport protocol method, between two locations within one LATA where one of the locations lies outside of the mandatory local calling area as defined by the Commission.
- 2.74 "Jurisdictional Information Parameter (JIP)" is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 2.75 "Late Payment Charge" means the charge that is applied when either Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by either Party as of the Bill Due Date, or if either Party does not submit the Remittance Information.
- 2.76 "LEC-carried" means the transport of calls or messages on a Carrier's network.
- 2.77 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T OKLAHOMA naming AT&T OKLAHOMA as the beneficiary thereof and otherwise on the AT&T OKLAHOMA Letter of Credit form.
- 2.78 "Line Information Data Base (LIDB)" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.

- 2.79 "Line Side" means the End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 2.80 "Local Access and Transport Area (LATA)" is as defined in the Act.
- 2.81 "Local Exchange Carrier (LEC)" is as defined in the Act.
- 2.82 "Local Exchange Routing Guide (LERG)" means the iconectiv Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 2.83 "Local Interconnection Trunks/Trunk Groups" means the trunks that are used for the termination of Local Exchange Traffic, pursuant to iconectiv Technical Reference GR 317-CORE.
- 2.84 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).
- 2.85 "Location Routing Number (LRN)" means the ten (10) digit number that is assigned to the network switching elements (Central Office–Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.86 "Local Service Provider (LSP)" means the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 2.87 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by the Parties, including, but not limited to orders to add, establish, change or disconnect services.
- 2.88 "Main Distribution Frame (MDF)" means the termination frame for outside facility and inter-exchange office equipment at the CO.
- 2.89 "Multiple Exchange Carrier Access Billing" or "MECAB" means the document prepared by the Billing Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS as ATIS/OBF-MECAB-Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two (2) or more LECs, or by one LEC in two (2) or more states within a single LATA.
- 2.90 "Multiple Exchange Carriers Ordering and Design" or "MECOD" means the Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee of ATIS. The MECOD document, published by ATIS as ATIS/OBF-MECAB-Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two (2) or more telecommunications providers.
- 2.91 "Meet-Point Billing (MPB)" means the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 2.92 "Multiple Bill/Single Tariff" means the billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 2.93 "Network Data Mover (NDM)" or "Connect Direct" means the industry standard protocol for transferring information electrically.
- 2.94 "Non-Paying Party" is the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.95 "North American Numbering Plan (NANP)" means the numbering architecture in which every station in the NANP

Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.

- 2.96 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 21.1-21.3 of this General Terms and Conditions.
- 2.97 "Numbering Plan Area (NPA)", also called area code, means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. For example, NPAs in the N00 format, (e.g., 800, 900) are non-geographic.
- 2.98 "Number Portability" is as defined in the Act.
- 2.99 "NXX" or "Central Office Code" is the three (3)-digit switch entity indicator that is defined by the fourth (4<sup>th</sup>) through sixth (6<sup>th</sup>) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.100 "Operating Company Number (OCN)" means the numeric Company Code assigned by NECA identifying Comcast Phone as a Resale or UNE provider.
- 2.101 "Operations Support Systems (OSS)" means the suite of functions which permits Comcast Phone to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment 07 – Operations Support Systems (OSS) herein.
- 2.102 "Ordering and Billing Forum (OBF)" means the forum comprised of local telephone companies and inter-exchange carriers (IXCs), whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.103 "Out of Exchange LEC (OE-LEC)" means a LEC operating within AT&T OKLAHOMA's incumbent local Exchange Area that provides Telecommunications Services utilizing NPA-NXXs identified to reside in a Third Party ILEC's local Exchange Area.
- 2.104 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non- AT&T OKLAHOMA Exchange Area.
- 2.105 "Party" means either Comcast Phone or AT&T OKLAHOMA. "Parties" means both Comcast Phone and AT&T OKLAHOMA.
- 2.106 "Past Due" means when either Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from either Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to Billing Party as of the Bill Due Date (individually and collectively means Past Due).
- 2.107 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 2.108 "Rate Center Area" means a uniquely defined geographical location within an Exchange Area (or a location outside the Exchange Area) for which mileage measurements are determined for the application of interstate tariffs.
- 2.109 "Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.
- 2.110 "Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 2.111 "Resale" or "Resale Services" is as specified in Section 251 (c)(4) of the Act.
- 2.112 "Routing Point" means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing

Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

- 2.113 "Service Start Date" means the date on which services were first supplied under this Agreement.
- 2.114 "Service Switching Point (SSP)" means the telephone Central Office Switch equipped with a Signaling System 7 (SS7) interface.
- 2.115 "Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 2.116 "Signaling System 7 (SS7)" means a signaling protocol used by the CCS Network.
- 2.117 "Surety Bond" means a bond from a Bond company with a credit rating by AMBEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.
- 2.118 "Switched Access Detail Usage Data" means a category 1101xx record as defined in the EMI iconectiv Practice BR 010-200-010.
- 2.119 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 2.120 "Synchronous Optical Network (SONET)" means the optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC 1/STS 1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 2.121 "Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.
- 2.122 "Telecommunications" is as defined in the Act.
- 2.123 "Telecommunications Carrier" is as defined in the Act.
- 2.124 "Telecommunications Service" is as defined in the Act.
- 2.125 "Telephone Exchange Service" is as defined in the Act.
- 2.126 "Telephone Toll Service" is as defined in the Act.
- 2.127 "Third Party" is any Person other than a Party.
- 2.128 "Toll Billing Exception Service (TBE)" means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 2.129 "Trunk" means a communication line between two switching systems.
- 2.130 "Trunk-Side" means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 2.131 "Unbundled Network Element (UNE)" is a network element that AT&T OKLAHOMA is required to provide pursuant to Section 251 (c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.132 "Universal Digital Loop Carrier (UDLC)" means the DLC system that has a CO terminal channel bank that is

connected to the CO switches on the analog side.

2.133 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.

2.134 "Wire Center" means the location of one (1) or more local switching systems. It is also a point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

### **3.0 Interpretation, Construction and Severability**

#### **3.1 Definitions:**

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

#### **3.2 Headings Not Controlling:**

3.2.1 The headings and numbering of Sections, Parts, Attachments, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

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

#### **3.3 Referenced Documents:**

3.3.1 Any reference throughout this Agreement to a guidebook, industry guideline, AT&T OKLAHOMA's technical guideline or referenced AT&T OKLAHOMA business rule, guide or other such document containing processes or specifications applicable to the services and their respective rates 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, replacement versions, or rate changes thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at either AT&T external website; <https://clec.att.com/clec> or <https://primeaccess.att.com>.

#### **3.4 References:**

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

#### **3.5 Tariff References:**

3.5.1 References to state tariffs or guidebooks throughout this Agreement shall be to the currently effective tariff or price list, if included, for the state or jurisdiction in which the services were provisioned including all revisions to such tariff and/or guidebook; provided however, where certain AT&T OKLAHOMA services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service



description, guidebook, price list, Accessible Letter, other agreement or other publically posted notice applicable to which AT&T OKLAHOMA provides such services as a result of detariffing or deregulation.

3.5.2 Wherever the term “customer” is used in connection with AT&T OKLAHOMA’s retail tariffs, the term “customer” means the ultimate consumer or the End User of any tariffed AT&T OKLAHOMA service.

3.5.3 No reference to tariffs in this Agreement shall be interpreted or construed as permitting Comcast Phone to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in OKLAHOMA, Comcast Phone agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T OKLAHOMA under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time Comcast Phone seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to Comcast Phone submitting such order. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.

### 3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addendum differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addendum. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

### 3.7 Joint Work Product:

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

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

### 3.8 Incorporation by Reference:

3.8.1 All of the rates, terms and conditions (“Provisions”) set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection Service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.

### 3.9 Non-Voluntary Provisions:

3.9.1 This Agreement incorporates certain rates, terms and conditions that resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively “Non-Voluntary Arrangement(s)”). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Intervening Law process outlined in Section 24.0 below shall apply.:

### 3.10 Scope of Obligations:

3.10.1 Notwithstanding anything to the contrary contained herein, AT&T OKLAHOMA’s obligations under this

Agreement shall apply only to:

3.10.1.1 the specific operating area(s) or portion thereof in which AT&T OKLAHOMA is the ILEC under the Act (the "ILEC Territory"); and

3.10.1.2 assets that AT&T OKLAHOMA owns or leases and which are used in connection with AT&T OKLAHOMA's provision to Comcast Phone of any Interconnection Services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

3.10.2 This Agreement sets forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide Comcast Phone with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T OKLAHOMA's incumbent local Exchange Areas for the provision of Comcast Phone's Telecommunications Services. The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to Comcast Phone in AT&T OKLAHOMA's incumbent local Exchange Areas.

3.10.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T OKLAHOMA under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 3.10.2 above, and require only the provision of Section 251(c)(3) UNEs.

3.11 Affiliates:

3.11.1 This Agreement, including subsequent amendments, if any, shall bind AT&T OKLAHOMA, and Comcast Phone, but shall not extend to any Affiliates unless specifically contemplated herein.

#### **4.0 Notice of Changes - Section 251(c)(5)**

4.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

#### **5.0 Responsibilities of the Parties**

5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T OKLAHOMA's network as referenced in iconectiv BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

5.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

#### **6.0 Insurance**

6.1 At all times during the term of this Agreement, and without limiting any of its other obligations or liabilities, Comcast shall keep and maintain, in force at its own expense, the following minimum insurance coverage and limits and any

additional insurance and/or bonds required by Applicable Law:

- 6.1.1 With respect to Comcast Phone's performance under this Agreement, and in addition to Comcast Phone's obligation to indemnify, Comcast Phone shall at its sole cost and expense:
- 6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:
    - 6.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later; and
    - 6.1.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later and if a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement; and
  - 6.1.1.2 require each subcontractor who may perform work under this Agreement related to interconnection or traffic exchange or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage or extended discovery period maintained on a "claims-made" policy, for two (2) years thereafter; and
  - 6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Comcast Phone may procure insurance from the state fund of the state where work is to be performed; and
  - 6.1.1.4 deliver to AT&T OKLAHOMA certificates of insurance stating the types of insurance and policy limits. Comcast Phone shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T OKLAHOMA. Comcast Phone shall deliver such certificates:
    - 6.1.1.4.1 prior to execution of this Agreement and prior to commencement of any Work; and
    - 6.1.1.4.2 prior to expiration of any insurance policy required in this Section 6.0; and
    - 6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.
- 6.1.2 The Parties agree:
- 6.1.2.1 the failure of AT&T OKLAHOMA to demand such certificate of insurance or failure of AT&T OKLAHOMA to identify a deficiency will not be construed as a waiver of Comcast Phone's obligation to maintain the insurance required under this Agreement;
  - 6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Comcast Phone, nor be deemed as a limitation on Comcast Phone's liability to AT&T OKLAHOMA in this Agreement;
  - 6.1.2.3 Comcast Phone may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
  - 6.1.2.4 Comcast Phone is responsible for any deductible or self-insured retention; unless agreed to in writing by AT&T OKLAHOMA, such consent not to be unreasonably withheld, the deductible or self insured retention can be no greater than \$100,000 per occurrence; and

- 6.1.2.5 that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to Additional Insured(s); and
- 6.1.2.6 to the extent that Comcast Phone is performing Work at a Work site where AT&T OKLAHOMA is obligated to require its subcontractors to maintain certain coverages and limits, Comcast Phone agrees to be bound to those terms. However, the terms and conditions will be no broader than the requirements shown herein.

6.2 The insurance coverage required by this Section 6.0 includes:

- 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
  - 6.2.1.1 \$500,000 for Bodily Injury – each accident; and
  - 6.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
  - 6.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
  - 6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T OKLAHOMA, its Affiliates, and their directors, officers and employees; and
  - 6.2.1.5 In states where Workers' Compensation insurance is a monopolistic state-run system, Comcast Phone shall add Stop Gap Employers Liability with limits not less than \$1,000,000 each accident or disease; and,
  - 6.2.1.6 To the extent that any Work is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act, Continental Shelf, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
- 6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

Non-Collocating

- 6.2.2.1 \$2,000,000 General Aggregate; and
- 6.2.2.2 \$1,000,000 Each Occurrence; and
- 6.2.2.3 \$1,000,000 Personal Injury and Advertising Injury; and
- 6.2.2.4 \$2,000,000 Products/Completed Operations Aggregate; and
- 6.2.2.5 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

Collocating

- 6.2.2.6 \$10,000,000 General Aggregate; and
- 6.2.2.7 \$5,000,000 Each Occurrence; and
- 6.2.2.8 \$5,000,000 Personal Injury and Advertising Injury; and
- 6.2.2.9 \$10,000,000 Products/Completed Operations Aggregate; and
- 6.2.2.10 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 6.2.2.11 The Commercial General Liability insurance policy must include AT&T OKLAHOMA, its Affiliates, and their directors, officers and employees as Additional Insureds on ISO endorsement(s):
  - 6.2.2.11.1 CG 20 10 (premises or operations) **AND** CG 20 37 (products or completed operations); or
  - 6.2.2.11.2 CG 20 26; or

- 6.2.2.11.3 substitute form(s) providing equivalent coverage to 6.2.4.1.1 or 6.2.4.1.2 listed above.
- 6.2.2.12 Comcast Phone shall also provide a copy of the Additional Insured endorsement to AT&T OKLAHOMA. The Additional Insured endorsement may either be specific to AT&T OKLAHOMA or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T OKLAHOMA, its Affiliates, and their directors, officers and employees; and
- 6.2.2.13 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T OKLAHOMA; and
- 6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy; and
- 6.2.2.15 include a waiver of subrogation in favor of AT&T OKLAHOMA, its Affiliates, and their directors, officers and employees.
- 6.2.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- 6.2.4 Automobile Liability insurance with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles for a Collocated CLEC.
- 6.2.5 Umbrella/Excess insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers’ Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T OKLAHOMA. If Additional Insured status is required on underlying policies, Additional Insured status will be added to Umbrella/Excess Liability on the same terms.
- 6.3 If CLEC chooses self-insurance requirements as shown in Section 6.0, the following applies:
  - 6.3.1 Workers’ Compensation:
    - 6.3.1.1 Comcast Phone shall provide a copy of the Certificate of Authority to Self Insure Workers’ Compensation obligations issued by the state in which the operations are to be performed or the employer’s state of hire; and
    - 6.3.1.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and
    - 6.3.1.3 obtain Workers’ Compensation and Employers’ Liability insurance immediately if the state rescinds the Certificate of Authority.
    - 6.3.1.4 The option to self-insure Workers’ Compensation is specific to Comcast Phone and does not extend to subcontractors Comcast Phone may hire.
  - 6.3.2 Commercial General Liability:
    - 6.3.2.1 Comcast Phone shall provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor and comply with one of the following three requirements:
      - 6.3.2.1.1 provide a current Dun & Bradstreet report with a composite credit appraisal score of “1” or “2”; or
      - 6.3.2.1.2 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody’s during the term of this Agreement; or

6.3.2.1.3 maintain a net worth of at least ten (10) times the amount of insurance required.

6.3.2.2 Comcast Phone shall obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in this Section.

6.3.2.3 Comcast Phone shall provide this information annually for the term of the Agreement.

6.3.2.4 If Comcast Phone is a publicly-traded company or a wholly-owned subsidiary of a publicly-traded company, the financial ratings of the publicly-traded company may be used to satisfy the requirements of this Section.

6.3.3 Automobile Liability:

6.3.3.1 Comcast Phone shall provide a copy of the Certificate of Authority to Self Insure Automobile Liability obligations issued by the state in which the operations are to be performed; and

6.3.3.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and

6.3.3.3 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self-insure Automobile Liability obligations.

6.3.3.4 The option to self-insure Automobile Liability is specific to Comcast Phone and does not extend to subcontractors Comcast Phone may hire.

6.4 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

## 7.0 Assignment or Transfer of Agreement, Change in Control and Corporate Name Change

### 7.1 Assignment or Transfer of Agreement:

7.1.1 Comcast Phone may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T OKLAHOMA. For any proposed assignment or transfer Comcast Phone shall provide AT&T OKLAHOMA with a minimum of one hundred twenty (120) calendar days advance written Notice of any assignment associated with a Comcast Phone Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T OKLAHOMA's written consent. Comcast Phone's written Notice shall include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to AT&T OKLAHOMA and need not be recognized by AT&T OKLAHOMA unless it consents or otherwise chooses to do so for a more limited purpose. Comcast Phone may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T OKLAHOMA; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Comcast Phone may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T OKLAHOMA under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.

### 7.2 Comcast Phone Name Change:

7.2.1 Any change in Comcast Phone's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the Comcast Phone name is changing, and no Comcast Phone Company Code(s) are changing, constitutes a Comcast Phone Name Change. For any Comcast Phone Name Change, Comcast Phone is responsible for providing proof of compliance with industry standards related to any Company Code(s). Comcast Phone is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Comcast Phone, or by AT&T OKLAHOMA on behalf of Comcast Phone, for updating billing accounts and

End User records, as set forth in the Pricing Schedule attachment of this Agreement.

7.2.2 The Parties agree to amend this Agreement to appropriately reflect any Comcast Phone Name Change.

7.3 Company Code(s) Change:

7.3.1 Unless within sixty (60) days of acquisition, Comcast Phone provides AT&T OKLAHOMA with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect Comcast Phone's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, Comcast Phone must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T OKLAHOMA systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.

7.3.2 In the event of a Company Code Change, Comcast Phone shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.

7.3.3 For any Comcast Phone Company Code Change, Comcast Phone must negotiate a separate transfer or assignment agreement.

7.3.4 Intentionally Omitted.

7.4 Wherever required by this Section 7, AT&T OKLAHOMA's consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.

7.5 Comcast Phone acknowledges that Comcast Phone may be required to tender additional assurance of payment to AT&T OKLAHOMA as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

## 8.0 Effective Date, Term and Termination

8.1 Effective Date:

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

8.2 Term:

8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on August 13, 2019 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after the conclusion of dispute resolution processes set forth under Section 13 of this Agreement. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice and the nonperformance or breach is not subject to an ongoing dispute resolution or arbitration process, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

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

8.4 Termination of Agreement after initial term expiration:

- 8.4.1 Comcast Phone may terminate the Agreement by providing "Notice of Termination" to AT&T OKLAHOMA at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GT&C.
- 8.4.2 Where Comcast Phone has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, both Parties shall cooperate in good faith to effect an orderly transition of service under this Agreement. Comcast Phone shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), Comcast Phone shall have thirty (30) calendar days to provide AT&T OKLAHOMA written confirmation to the Notice of Expiration indicating if Comcast Phone wishes to pursue a successor agreement with AT&T OKLAHOMA or terminate its Agreement. If Comcast Phone wishes to pursue a successor agreement with AT&T OKLAHOMA, Comcast Phone shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T OKLAHOMA under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of Comcast Phone's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or a Party has filed for arbitration with the Commission, AT&T OKLAHOMA shall continue to provide services to Comcast Phone pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T OKLAHOMA's obligation to provide services under this Agreement beyond the expiration date is conditioned upon the Parties adherence to the timeframes established within Section 252(b) of the Act, or as may be extended upon mutual agreement of the Parties. If Comcast Phone does not adhere to said timeframes or Comcast Phone withdraws its arbitration or there is not an extension of time or continuance of such arbitration, AT&T OKLAHOMA may provide Notice to Comcast Phone that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T OKLAHOMA's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website. Provided however, at any time, the Comcast Phone may elect to adopt a successor agreement pursuant to Section 252(i) of the Act and all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in such adopted agreement.
- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 8.4.
- 8.4.6 Comcast Phone's request under Section 252 for a new interconnection agreement does not release or otherwise absolve Comcast Phone from paying all outstanding undisputed balances under this Agreement.

## **9.0 End User Fraud**

- 9.1 Neither Party shall be liable to the other Party for any fraud associated with Comcast Phone's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.
- 9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.2 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 9.4 AT&T OKLAHOMA will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud



and will provide notification messages to Comcast Phone on suspected occurrences of ABT-related fraud on Comcast Phone accounts stored in the applicable LIDB.

- 9.5 Comcast Phone understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. Comcast Phone understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. Comcast Phone understands and agrees that it will also need to determine what, if any, action Comcast Phone should take as a result of a Fraud Monitoring System alert.
- 9.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

## **10.0 Assurance of Payment**

- 10.1 Upon request by AT&T OKLAHOMA, Comcast Phone will provide AT&T OKLAHOMA with the AT&T OKLAHOMA Credit Profile form and provide information to AT&T OKLAHOMA regarding Comcast Phone's credit and financial condition.

- 10.2 Assurance of payment may be requested by AT&T OKLAHOMA:

10.2.1 If based on AT&T OKLAHOMA's analysis of the AT&T OKLAHOMA Credit Profile and other relevant information regarding Comcast Phone's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of Comcast Phone. Where impairment is defined as a materially negative impact to Comcast Phone's ability to perform under this Agreement in Oklahoma. Such impairment will be determined from information available from Third Party financial sources (including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal); or

10.2.2 Comcast Phone fails to timely pay a bill rendered to Comcast Phone by AT&T OKLAHOMA (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Comcast Phone has complied with all requirements set forth in Section 12.4 below); and/or

10.2.3 Comcast Phone's gross monthly billing has increased, AT&T OKLAHOMA 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 Comcast Phone's "accounts receivables and proceeds"; or

10.2.4 When Comcast Phone admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 10.3 If AT&T OKLAHOMA requires Comcast Phone to provide a security deposit, Comcast Phone shall provide such security deposit prior to the inauguration of service or within thirty (30) calendar days of AT&T OKLAHOMA's request, as applicable. Deposit request notices will be sent to Comcast Phone 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 OKLAHOMA's intrastate Access Services Tariff.

- 10.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:

10.4.1 a Cash Deposit; or

10.4.2 a Letter of Credit; or

10.4.3 a Surety Bond.

- 10.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T OKLAHOMA, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T OKLAHOMA under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Comcast Phone has received service from AT&T OKLAHOMA during such period at a level comparable to

that anticipated to occur over the next six (6) months. If either Comcast Phone or AT&T OKLAHOMA 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, Comcast Phone and AT&T OKLAHOMA shall agree on a level of estimated billings based on all relevant information.

- 10.6 To the extent that AT&T OKLAHOMA elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 10.7 AT&T OKLAHOMA will not pay interest on a Letter of Credit or a Surety Bond.
- 10.8 AT&T OKLAHOMA may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 10.8.1 Comcast Phone owes AT&T OKLAHOMA undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 10.8.2 Comcast Phone admits its inability to pay its debts as such debts become due, has commenced a voluntary case or has had an involuntary case commenced against it under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 10.8.3 The expiration or termination of this Agreement.
- 10.9 If AT&T OKLAHOMA draws on the Letter of Credit or Cash Deposit, upon request by AT&T OKLAHOMA, Comcast Phone will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 10.4 above.
- 10.10 Notwithstanding anything else set forth in this Agreement, if AT&T OKLAHOMA makes a request for assurance of payment in accordance with the terms of this Section 10.0, and such request is not subject to Dispute Resolution, then AT&T OKLAHOMA shall have no obligation thereafter to perform under this Agreement until such time as Comcast Phone has furnished AT&T OKLAHOMA with the assurance of payment requested; provided, however, that AT&T OKLAHOMA will permit Comcast Phone a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 10.0.
- 10.11 In the event Comcast Phone fails to provide AT&T OKLAHOMA 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 Comcast Phone may be suspended, discontinued or terminated in accordance with the terms of Section 12.0 below. Upon termination of services, AT&T OKLAHOMA shall apply any security deposit to Comcast Phone's final bill for its account(s). If Comcast Phone fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T OKLAHOMA may also invoke the provisions set forth in Section 12.0 below.
- 10.12 A Cash Deposit held by AT&T OKLAHOMA shall be returned to Comcast Phone if the following conditions have been met:
- 10.12.1 Payment was made on bills rendered to Comcast Phone by AT&T OKLAHOMA (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Comcast Phone has complied with all requirements set forth in Section 12.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 10.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about Comcast Phone that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T OKLAHOMA shall in no way relieve Comcast Phone from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-

payment of any amounts required to be paid hereunder.

- 10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Comcast Phone as security under this Agreement, Comcast Phone shall renew such Letter of Credit or provide AT&T OKLAHOMA with evidence that Comcast Phone has obtained a suitable replacement for the Letter of Credit. If Comcast Phone fails to comply with the foregoing, AT&T OKLAHOMA shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for Comcast Phone accounts(s). If Comcast Phone provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, Comcast Phone shall renew the Surety Bond or provide AT&T OKLAHOMA with evidence that Comcast Phone has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If Comcast Phone fails to comply with the foregoing, AT&T OKLAHOMA shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Comcast Phone's account(s). If the credit rating of any bonding company that has provided Comcast Phone with a Surety Bond provided as security hereunder has fallen below "B", AT&T OKLAHOMA will provide written Notice to Comcast Phone that Comcast Phone must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T OKLAHOMA's written Notice. If Comcast Phone fails to comply with the foregoing, AT&T OKLAHOMA shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Comcast Phone's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T OKLAHOMA shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by Comcast Phone as security hereunder if Comcast Phone 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.

## **11.0 Billing and Payment of Charges**

- 11.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule.
- 11.2 There will be no offset by the billed Party of payments due herein against any other amount owed by one Party to the other.
- 11.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.
- 11.3.1 If any portion of the payment is not received by Billing Party on or before the payment due date as set forth above, or if any portion of the payment is received by Billing Party in funds that are not immediately available to Billing Party, then a late payment and/or interest charge shall be due to Billing Party. 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 the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by Billing Party. In addition to any applicable late payment and/or interest charges, Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.
- 11.4 If any charge incurred by either Party under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T OKLAHOMA intrastate access services tariff and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 11.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by Billing Party. If the Remittance Information is not received with payment, Billing Party will be unable to apply amounts paid to Billed Party's accounts. In such event, Billing Party shall hold such funds until the Remittance Information is received. If Billing Party does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.
- 11.6 Comcast Phone shall make all payments to AT&T OKLAHOMA via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T OKLAHOMA. Remittance Information will be communicated together with the funds transfer via the ACH network. Comcast Phone

must use the CCD+ or the CTX Standard Entry Class code. Comcast Phone and AT&T OKLAHOMA will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T OKLAHOMA no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T OKLAHOMA is not liable for any delays in receipt of funds or errors in entries caused by Comcast Phone or Third Parties, including Comcast Phone's financial institution. Comcast Phone is responsible for its own banking fees.

- 11.7 Prior to establishing EFT, Comcast Phone will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's CLEC Online website. This form provides AT&T OKLAHOMA with Comcast Phone's set up and contract information for electronic payments. AT&T OKLAHOMA banking information will be provided by AT&T OKLAHOMA Treasury & Remittance Operations on AT&T OKLAHOMA approved forms after Comcast Phone's completed ECF11 form is received, testing has completed and certification confirmed.
- 11.8 Processing of payments not made via electronic funds transfers through the ACH network may be delayed. Comcast Phone is responsible for any Late Payment Charges resulting from Comcast Phone's failure to use electronic funds transfers through the ACH network.
- 11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts, except for Disputed Amounts for which the cumulative total is less than \$50,000, into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.
- 11.10 Requirements to Establish Escrow Accounts:
- 11.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 11.10.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 11.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 11.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.
- 11.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
- 11.10.2.1 The escrow account must be an interest bearing account;
- 11.10.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;
- 11.10.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 11.10.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 11.10.2.5 disbursements from the escrow account will be limited to those:
- 11.10.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or
- 11.10.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 13.7 below; or

11.10.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 13.7 below.

- 11.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.3 above.
- 11.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.0 below.
- 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 11.13.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 11.13.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 11.13.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.9 above.
- 11.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 11.13.1 above and Section 11.13.3 above are completed within the times specified therein.
- 11.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 11.13 above shall be grounds for termination of the Interconnection Services provided under this Agreement.
- 11.16 Comcast Phone will notify AT&T OKLAHOMA at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T OKLAHOMA has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T OKLAHOMA the opportunity to test the new format and make changes deemed necessary.
- 11.17 If either Party requests one (1) or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

## **12.0 Nonpayment and Procedures for Disconnection**

- 12.1 Intentionally omitted.
- 12.2 Failure to pay charges may be grounds for disconnection of Interconnection Services furnished under this Agreement, except as provided for under Section 11.9 above. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, except as provided for under Section 11.9 above, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.
- 12.3 AT&T OKLAHOMA will also provide any written notification to any Commission as required by any State Order or Rule.

- 12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
- 12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and
  - 12.4.2 pay all undisputed Unpaid Charges to the Billing Party; and
  - 12.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Inter-carrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above; and
  - 12.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Inter-carrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Inter-carrier Compensation) has been deposited into an escrow account that complies with Section 11.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.
- 12.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.0 below.
- 12.6 If the Non-Paying Party fails to:
- 12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above;
  - 12.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above within the time specified in Section 12.2 above;
  - 12.6.3 timely furnish any assurance of payment requested in accordance with Section 10.4 above; or
  - 12.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement.
  - 12.6.5 The Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 12.6.1 through 12.6.4 above within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
    - 12.6.5.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection Service(s);
    - 12.6.5.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service(s).
- 12.7 Where required, a copy of the demand provided to CLEC under Section 12.6 above will also be provided to the Commission at the same time.
- 12.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 12.6.5 above, and Sections 12.6.5.1 above and 12.6.5.2 above:
- 12.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and
  - 12.8.2 will exclude any affected application, request, order or service from any otherwise Performance Measure.
- 12.9 On the same date that Resale Services to Comcast Phone are disconnected, AT&T OKLAHOMA will start to provide service to Comcast Phone's Resale End Users for a limited transition period. To the extent feasible, these Resale End Users will receive the same services that were provided through Comcast Phone immediately prior to the time of

transfer; provided, however, AT&T OKLAHOMA reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

- 12.10 AT&T OKLAHOMA will inform the Commission of the names of all Resale End Users affected by this process.
- 12.11 Any charges for services provided to the Resale End Users by AT&T OKLAHOMA as specified in Section 12.15 below will be billed to Comcast Phone.
- 12.12 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 12.16 below thru Section 12.17 below AT&T OKLAHOMA has no liability to Comcast Phone or Comcast Phone's End Users in the event of disconnection of service to Comcast Phone and the provision of service for a limited transition period for any Resale End Users by AT&T OKLAHOMA in connection with such disconnection.
- 12.13 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.
- 12.14 Within five (5) calendar days following the disconnection, AT&T OKLAHOMA will notify each Resale End User that because of Comcast Phone's failure to pay AT&T OKLAHOMA, the End User's local service is now being provided by AT&T OKLAHOMA. This notification will also advise each Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new LSP.
- 12.15 The Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to Comcast Phone under Section 12.18 below.
- 12.16 If any Resale End User provided service by AT&T OKLAHOMA under Section 12.17 below of this Agreement fails to select a new LSP within thirty (30) calendar days of the transfer AT&T OKLAHOMA, may terminate the Resale End User's service.
- 12.17 Nothing in this Agreement shall be interpreted to obligate to AT&T OKLAHOMA continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights AT&T OKLAHOMA has with regard to such transferred Resale End Users under Applicable Law.
- 12.18 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):
  - 12.18.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:
    - 12.18.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than twelve (12) months after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a "true-up"), the time period for billing shall be twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge
    - 12.18.1.2 Back-billing and credit claims, and true-ups, as limited above, will apply to all Interconnection Services purchased under this Agreement, except that Intercarrier Compensation is specifically excluded from this Section 12.0 and is addressed separately in the Attachment – 02 Network Interconnection.

## 13.0 Dispute Resolution

### 13.1 Finality of Disputes:

13.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

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

### 13.2 Alternative to Litigation:

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

### 13.3 Commencing Dispute Resolution:

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

13.3.1.1 Service Center Dispute Resolution;

13.3.1.2 Informal Dispute Resolution; and

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

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

13.4.1 If the written Notice given pursuant to Section 13.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 12.4 above shall be used.

13.4.2 For a dispute submitted by Comcast Phone, the dispute shall first be processed by the appropriate service center for resolution.

13.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:

13.4.3.1 the date of the bill in question;

13.4.3.2 the account number or other identification (Comcast Phone must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;

13.4.3.3 telephone number, circuit ID number or trunk number in question, where such bill identifies telephone number, circuit ID number or trunk number;

13.4.3.4 any USOC (or other descriptive information) information relating to the item questioned, where such bill includes such USOC or description information;

13.4.3.5 amount billed;

13.4.3.6 amount in question; and

13.4.3.7 the reason that the Disputing Party disputes the billed amount.

13.4.4 When Comcast Phone is the Disputing Party, Comcast Phone must provide evidence to AT&T OKLAHOMA that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be



deemed a “dispute”. Failure to provide the information and evidence required by this Section 13.0 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute Comcast Phone's irrevocable and full waiver of its right to dispute the subject charges.

- 13.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 13.4 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
- 13.4.6 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date Notice of the Disputed Amounts was received (provided that Comcast Phone furnishes all requisite information and evidence under Section 13.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
- 13.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 13.5 below of this Agreement.

13.5 Informal Dispute Resolution:

- 13.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 13.3 above or Section 13.4.7 above, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.6 Formal Dispute Resolution:

- 13.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 13.5 above, then either Party may invoke the formal Dispute Resolution procedures described in this Section 13.6. Unless agreed among all Parties (such as in Section 13.6.3 below), formal Dispute Resolution procedures, including arbitration before the Oklahoma Corporation Commission pursuant Section 252 or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 13.5 above.
- 13.6.2 Claims Subject to Elective Commercial Arbitration:
- 13.6.2.1 Claims will be subject to elective arbitration pursuant to Section 13.7 below, if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to commercial arbitration. If both Parties do not agree to commercial arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.
- 13.6.3 Claims Not Subject to Commercial Arbitration:
- 13.6.3.1 If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism:
- 13.6.3.1.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.
- 13.6.3.1.2 All claims arising under federal or state statute(s), including antitrust claims.

### 13.7 Commercial Arbitration:

13.7.1 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section 13.0 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

### 13.8 Compliance with Dispute Resolution Process

13.8.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Oklahoma Corporation Commission. However, each Party reserves any rights it may have to seek review of any ruling made by the Oklahoma Corporation Commission concerning this Agreement by a court of competent jurisdiction.

## 14.0 Audits

14.1 Subject to the restrictions set forth in Section 23.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

14.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.

14.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date.

14.4 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.

14.5 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party

shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees as necessary for the conduction of the audit and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except where to do so would defeat the purpose of the audit, the Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.

- 14.6 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 14.7 If any audit confirms any undercharge or overcharge, then subject to dispute rights under Section 14.9, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 11.3.1 above, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 14.8 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 14.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 14.1 above. Any additional audit shall be at the requesting Party's expense.

## **15.0 Disclaimer of Representations and Warranties**

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

## **16.0 Limitation of Liability**

- 16.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided.
- 16.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 16.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection Services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising

out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection Services that gave rise to such Loss and (ii) any Consequential Damages.

- 16.4 Neither Comcast Phone nor AT&T OKLAHOMA shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection Services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim arising from the services provided under this Agreement made by the Indemnifying Party's End User.
- 16.5 AT&T OKLAHOMA shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T OKLAHOMA's gross negligence or willful misconduct. AT&T OKLAHOMA does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere where there is a mixture of dangerous substances in the form of gases, vapors, mist or dust in which, after ignition has occurred, combustion spreads to the entire unburned mixture.
- 16.6 Comcast Phone hereby releases AT&T OKLAHOMA from any and all liability for damages due to errors or omissions in Comcast Phone's End User listing information as provided by Comcast Phone to AT&T OKLAHOMA under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of Comcast Phone End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 16.7 AT&T OKLAHOMA shall not be liable to Comcast Phone, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service, unless the errors, interruptions, defects, failures or malfunction is caused by AT&T OKLAHOMA's gross negligence or willful misconduct.
- 16.8 This Section 16.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 251(c)(3) UNEs, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

## **17.0 Joint and Several Liability**

- 17.1 In the event that Comcast Phone 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 Comcast Phone's company codes or identifiers, all such entities shall be jointly and severally liable for Comcast Phone's obligations under this Agreement.

## **18.0 Indemnity**

- 18.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection Services which are provided by each Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection Services, provided by

the other Party, its agents, subcontractors, or others retained by such Parties.

- 18.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection Services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 18.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection Service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 18.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection Services provided under this Agreement involving:
- 18.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection Services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 18.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection Services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection Services provided pursuant to this Agreement.
- 18.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection Services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 18.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection Services, provided under this Agreement; and
- 18.4.1.2.2 no infringement would have occurred without such modification.
- 18.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 18.5 Comcast Phone acknowledges that its right under this Agreement to Interconnect with AT&T OKLAHOMA's network and to unbundle and/or combine AT&T OKLAHOMA's 251(c)(3) UNEs (including combining with Comcast Phone's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 18.6 AT&T OKLAHOMA agrees to use its best efforts to obtain for Comcast Phone, under commercially reasonable terms, Intellectual Property rights to each 251(c)(3) UNE necessary for Comcast Phone to use such 251(c)(3) UNE in the

same manner as AT&T OKLAHOMA.

- 18.7 AT&T OKLAHOMA shall have no obligation to attempt to obtain for Comcast Phone any Intellectual Property right(s) that would permit Comcast Phone to use any 251(c)(3) UNE in a different manner than used by AT&T OKLAHOMA.
- 18.8 To the extent not prohibited by a contract with the vendor of the network element sought by Comcast Phone that contains Intellectual Property licenses, AT&T OKLAHOMA shall reveal to Comcast Phone the name of the vendor, the Intellectual Property rights licensed to AT&T OKLAHOMA under the vendor contract and the terms of the contract (excluding cost terms). AT&T OKLAHOMA shall, at Comcast Phone's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Comcast Phone.
- 18.9 All costs associated with the extension of Intellectual Property rights to Comcast Phone pursuant to Section 20.1 below, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the 251(c)(3) UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that 251(c)(3) UNE including AT&T OKLAHOMA.
- 18.10 AT&T OKLAHOMA hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Comcast Phone's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of 251(c)(3) UNEs (including combining with Comcast Phone's Network Elements) in AT&T OKLAHOMA's network or Comcast Phone's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with 251(c)(3) UNEs are subject to the ownership terms stated in Section 20 of this Agreement.
- 18.11 AT&T OKLAHOMA does not and shall not indemnify, defend or hold Comcast Phone harmless, nor be responsible for indemnifying or defending, or holding Comcast Phone harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to Comcast Phone's Interconnection with AT&T OKLAHOMA's network and unbundling and/or combining AT&T OKLAHOMA's 251(c)(3) UNEs (including combining with Comcast Phone's Network Elements) or Comcast Phone's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with 251(c)(3) UNEs shall be vendor's indemnities and are subject to the ownership terms stated in Section 20 of this Agreement.
- 18.12 Comcast Phone shall reimburse AT&T OKLAHOMA for damages to AT&T OKLAHOMA's facilities utilized to provide Interconnection Services hereunder caused by the negligence or willful act of Comcast Phone, its agents or subcontractors or Comcast Phone's End User or resulting from Comcast Phone's improper use of AT&T OKLAHOMA's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T OKLAHOMA. Upon reimbursement for damages, AT&T OKLAHOMA will cooperate with Comcast Phone in prosecuting a claim against the person causing such damage. Comcast Phone shall be subrogated to the right of recovery by AT&T OKLAHOMA for the damages to the extent of such payment.
- 18.13 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T OKLAHOMA facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.
- 18.14 Indemnification Procedures:
- 18.14.1 Whenever a claim shall arise for indemnification under this Section 18.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 18.14.2 The Indemnifying Party shall have the right to defend itself against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

- 18.14.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim (which shall not unreasonably be withheld), the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 18.14.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 18.14.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 18.14.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 18.14.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 18.14.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 18.14.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 23.0 below.

## **19.0 Performance Measures**

- 19.1 Attachment 09 - Performance Measures specifies applicable performance standards. To the extent that remedies are available under such Attachment, such remedies constitute the sole obligation of AT&T OKLAHOMA to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment.

## **20.0 Intellectual Property/License**

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

## **21.0 Notices**

- 21.1 Notices given by Comcast Phone to AT&T OKLAHOMA under this Agreement shall be in writing (unless specifically

provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

21.1.1 delivered by electronic mail (email).

21.1.2 delivered by facsimile.

21.2 Notices given by AT&T OKLAHOMA to the Comcast Phone under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

21.2.1 delivered by electronic mail (email).

21.2.2 delivered by facsimile provided Comcast Phone has provided such information in Section 21.4 below.

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

21.3.1 the date of actual receipt;

21.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

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

21.4 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT        | COMCAST PHONE CONTACT                                |
|-----------------------|--|
| NAME/TITLE            | Mr. Richard Chapkis<br>Deputy General Counsel        |
| STREET ADDRESS        | One Comcast Center, 55th Floor<br>1701 JFK Boulevard |
| CITY, STATE, ZIP CODE | Philadelphia, PA<br>19103                            |
| PHONE NUMBER*         | 215.286.5237   |
| FACSIMILE NUMBER      | 215.286.5039   |
| EMAIL ADDRESS         | Richard_chapkis@comcast.com                          |

| NOTICE CONTACT        | COMCAST PHONE CONTACT                                |
|-----------------------|--|
| NAME/TITLE            | Beth O'Donnell<br>Director, Regulatory Affairs       |
| STREET ADDRESS        | One Comcast Center, 55th Floor<br>1701 JFK Boulevard |
| CITY, STATE, ZIP CODE | Philadelphia, PA<br>19103                            |
| PHONE NUMBER*         | 215-286-5187   |
| FACSIMILE NUMBER      | NA   |
| EMAIL ADDRESS         | Beth_ODonnell@comcast.com                            |

|            | AT&T CONTACT                                 |
|------------|--|
| NAME/TITLE | Contract Management<br>ATTN: Notices Manager |



|                  |   |
|------------------|---|
| FACSIMILE NUMBER | (214) 712-5792  |
| EMAIL ADDRESS    | The current email address as provided on AT&T's CLEC Online website |

\*Informational only and not to be considered as an official notice vehicle under this Section.

- 21.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 21.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 21.6 In addition, Comcast Phone agrees that it is responsible for providing AT&T OKLAHOMA with Comcast Phone's OCN and ACNA numbers for the states in which Comcast Phone is authorized to do business and in which Comcast Phone is requesting that this Agreement apply. In the event that Comcast Phone wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, Comcast Phone shall send written notice to AT&T OKLAHOMA to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 21.0 notice provision; Comcast Phone shall also update its CLEC Profile through the applicable form and/or web-based interface.
  - 21.6.1 Comcast Phone may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Comcast Phone.
  - 21.6.2 Comcast Phone may be able to place orders for certain services in AT&T OKLAHOMA without having properly updated the CLEC Profile (by updating ACNA/OCN); however, at any time during the term of this Agreement without additional notice AT&T OKLAHOMA may at its discretion eliminate such functionality. At such time, if Comcast Phone has not properly updated its CLEC Profile (by updating ACNA/OCN), ordering capabilities will cease, and Comcast Phone will not be able to place orders until thirty (30) days after Comcast Phone has properly updated its CLEC Profile.
- 21.7 AT&T OKLAHOMA communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

**22.0 Publicity and Use of Trademarks or Service Marks**

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

**23.0 Confidentiality**

- 23.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 23.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
  - 23.2.1 was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential

- and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 23.2.2 is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 23.2.3 is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 23.2.4 is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 23.2.5 is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 23.2.6 is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 23.2.7 is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

#### 24.0 Intervening Law

- 24.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement (e.g. *In the Matter of Connect America Fund, a National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-cost Universal Service Support, Developing a Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT No 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011 and subsequent authority) or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law Event") that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, either Party may require modification to the Agreement consistent with the action of the Change of Law Event by providing a written request of either Party in accordance with Section 21.0 above ("Written Notice") to negotiate an amendment to the Agreement. With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to Section 252 and the dispute resolution process provided for in this Agreement. In the absence of a specifically required effective date in the Change of Law Event, such modification shall be effective on the effective date of the amendment incorporating the change.

#### 25.0 Regulatory Approval

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

#### 26.0 Governing Law

- 26.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance

with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection Services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles.

## **27.0 Venue**

27.1 Except as specified below, the Parties agree that the only proper venue for any judicial or regulatory proceeding involving or arising out of the interpretation or enforcement of this Agreement as it pertains to any state shall be the city in which the state commission that approved the Agreement for that state is located. Notwithstanding the foregoing, the Parties agree that the only proper venue in the following states is as follows: Illinois, Chicago; Michigan, Detroit; and Missouri, St. Louis.

## **28.0 Changes in End User Local Exchange Service Provider Selection**

28.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC.

28.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment 07 – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User.

28.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T OKLAHOMA- is free to reclaim the 251(c)(3) UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

28.4 When an End User of Comcast Phone elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T OKLAHOMA AT&T OKLAHOMA shall have the right to reuse the facilities provided to Comcast Phone. AT&T OKLAHOMA will notify Comcast Phone that such a request has been processed after the disconnect order has been completed.

28.5 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local Exchange Service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local Exchange Service at the request of the FCC or the applicable state Commission.

## **29.0 Compliance and Certification**

29.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

29.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection Services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

29.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

29.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

29.5 Comcast Phone shall provide AT&T OKLAHOMA with Comcast Phone's complete and valid OCNs/AECNs as assigned by NECA and ACNA as assigned by iconectiv ("Profile Codes"), for each state to which this Agreement applies. For renegotiated agreements, Comcast Phone shall also provide a list of all OCNs/AECNs and ACNAs associated with products and services purchased prior to the Effective Date of this Agreement. Comcast Phone shall provide the Profile Codes via the appropriate OSS, (e.g., CLEC Profile) within thirty (30) calendar days of this Agreement being approved by the applicable Commission. Comcast Phone shall not order products or services under this Agreement until it has provided its Profile Codes as set forth in this Section.

### **30.0 Law Enforcement**

30.1 AT&T OKLAHOMA and Comcast Phone shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

#### 30.1.1 Intercept Devices:

30.1.1.1 Local and federal law enforcement agencies periodically request information or assistance ("Requesting Authority") from a Telecommunications Carrier. When either Party receives a request ("Receiving Party") associated with an End User of the other Party and the Receiving Party does not provide the network end-office/loop switching functionality to such End User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality. Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority to attach a pen register, trap-and-trace or form of intercept on the Receiving Party's Facilities.

#### 30.1.2 Subpoenas:

30.1.2.1 If a Receiving Party receives a subpoena (or equivalent legal demand regardless of nomenclature, e.g., warrant) for information concerning an End User the Receiving Party knows to be an End User of the other Party and for whom the Receiving Party has no responsive information, the Receiving Party shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other Party.

#### 30.1.3 Emergencies:

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

30.2 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law.

### **31.0 Relationship of the Parties/Independent Contractor**

31.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

31.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one

another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### **32.0 No Third Party Beneficiaries; Disclaimer of Agency**

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

### **33.0 Subcontracting**

33.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

33.2 Each Party will be solely responsible for payments due that Party's subcontractors.

33.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

33.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection Services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

33.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

### **34.0 Responsibility for Environmental Contamination**

34.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

34.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T OKLAHOMA shall, at Comcast Phone's request, indemnify, defend, and hold harmless Comcast Phone, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or

disposal from the work location of a Hazardous Substance by AT&T OKLAHOMA or any person acting on behalf of AT&T OKLAHOMA, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T OKLAHOMA or any person acting on behalf of AT&T OKLAHOMA, or (iii) the presence at the work location of an Environmental Hazard for which AT&T OKLAHOMA is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T OKLAHOMA or any person acting on behalf of AT&T OKLAHOMA.

34.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Comcast Phone shall, at AT&T OKLAHOMA's request, indemnify, defend, and hold harmless AT&T OKLAHOMA, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Comcast Phone or any person acting on behalf of Comcast Phone, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Comcast Phone or any person acting on behalf of Comcast Phone, or (iii) the presence at the work location of an Environmental Hazard for which Comcast Phone is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Comcast Phone or any person acting on behalf of Comcast Phone.

### **35.0 Force Majeure**

35.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A "Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers, individually and collectively a Force Majeure Event. If a Force Majeure Event shall occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like Notice and proceed to perform with dispatch once the causes are removed or cease.

### **36.0 Taxes**

36.1 Except as otherwise provided in this Section 36.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. The purchasing Party shall timely provide applicable tax exemption or resale certificates or forms to the providing Party. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax.

36.2 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is

imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority.

- 36.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 36.0 and the remedies available under Applicable Law.
- 36.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 36.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 36.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest.
- 36.5 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 36.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 36.0 shall be sent in accordance with Section 21.0 above hereof.

36.7 Intentionally omitted.

### **37.0 Non Waiver**

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

### **38.0 Network Maintenance and Management**

- 38.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.
- 38.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a twenty four (24)-hour contact number for Network Traffic Management issues to the other's surveillance management center.

- 38.3 Each Party maintains the right to implement protective network traffic management controls, such as “cancel to”, “call gapping” or seven (7)-digit and ten (10)-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party’s network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 38.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 38.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party’s End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 38.6 Neither Party shall use any Interconnection Service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of the other Party or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party’s End Users, causes hazards to either Party’s personnel or the public, damage to either Party’s or any connecting carrier’s facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

### **39.0 End User Inquiries**

- 39.1 Except as otherwise required by Section 28.1 above, each Party will refer all questions regarding the other Party’s services or products directly to the other Party at a telephone number specified by that Party.
- 39.2 Except as otherwise required by Section 28.1 above, each Party will ensure that all of its representatives who receive inquiries regarding the other Party’s services:
- 39.2.1 Direct the callers who inquire about the other Party’s services or products to their local service provider.
- 39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 39.3 Except as otherwise provided in this Agreement, Comcast Phone shall be the primary point of contact for Comcast Phone’s End Users with respect to the services Comcast Phone provides such End Users.
- 39.4 Comcast Phone acknowledges that AT&T OKLAHOMA may, upon End User request, provide services directly to such End User similar to those offered to Comcast Phone under this Agreement.

### **40.0 Expenses**

- 40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 40.2 AT&T OKLAHOMA and Comcast Phone shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney’s fees) associated with the filing of this Agreement or any amendment to this Agreement.

### **41.0 Conflict of Interest**

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

### **42.0 Survival**



42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.0 above and Section 8.4 above on Termination; 10.6 above on Cash Deposits, Section 10.7 above on Deposit Interest, Section 10.8 above on Drawing on Cash Deposits; Section 11.10 above, Escrow requirements; Sections 11.1 above thru Section 11.7 above on Billing & Payment of Charges; Section 12.0 above on Non Payment and Procedures for Disconnection, Section 14.0 above on Audits, Section 15.0 above on Warranties, Section 18.0 above Indemnity; Section 19.0 above Performance Measures; Section 20.0 above Intellectual Property/License; Section 21.0 above Notices; Section 22.0 above Publicity and Use of Trademarks or Service Marks; Section 23.0 above Confidentiality; Section 26.0 above Governing Law; Section 27.0 above Venue; Section 29.4 above CALEA Compliance; Section 36.0 above Taxes; Section 37.0 above Non Waivers and Section 44.0 below Amendments and Modifications.

#### **43.0 Scope of Agreement**

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

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

#### **44.0 Amendments and Modifications**

44.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

#### **45.0 Authority**

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

45.2 Comcast Phone represents and warrants that it is a Limited Liability Company (LLC) duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Comcast Phone represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

45.3 Each Person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

#### **46.0 Execution of Agreement**

46.1 Signatures by all Parties to this Agreement are required to effectuate this Agreement.

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

#### **47.0 Entire Agreement**

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

constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

- 47.2 The Parties acknowledge that Comcast Phone is not required to purchase all types of Interconnection Services potentially available from AT&T OKLAHOMA and therefore may elect not to include all potential Attachments in the Agreement. To the extent that a provision of the General Terms and Conditions refers a type of Interconnection Service for which there is no Attachment, reference to such Interconnection Service shall have no effect.

**ATTACHMENT 02 –  
ALL TRAFFIC – FCC ICC –  
NETWORK INTERCONNECTION**

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## 1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for Network Interconnection, Trunking and Intercarrier Compensation for AT&T OKLAHOMA and Comcast Phone.
- 1.1.1 This Attachment describes the Network Interconnection Methods (NIM) provided by AT&T OKLAHOMA including, the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251 of the Act.
- 1.1.2 This Attachment describes the trunking requirements of Comcast Phone and AT&T OKLAHOMA. Any references to incoming and outgoing trunk groups are from the perspective of Comcast Phone. Described herein are the required and optional trunk groups for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, IXC carried Meet Point Traffic, Transit Traffic, Mass Calling, E911, Operator Services and Directory Assistance Traffic. Requirements associated with Out of Exchange Traffic are also included.
- 1.1.3 Intercarrier Compensation arrangements for intercarrier Telecommunications traffic exchanged between AT&T OKLAHOMA and Comcast Phone are provided for within this Agreement.
- 1.1.3.1 The Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities (Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")) or originated by Comcast Phone over local circuit switching purchased by Comcast Phone from AT&T OKLAHOMA on a wholesale basis (non-resale) in a separate agreement and used in providing wireline local telephone exchange (dial tone) service to its End Users (Wholesale Local Switching Traffic).
- 1.1.3.2 Intentionally omitted.
- 1.1.4 AT&T OKLAHOMA will provide Recording, Message Processing and message detail services to a Facility-Based Provider. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

## 2.0 Definitions

- 2.1 "Network Interconnection Methods (NIMs)" mean, but are not limited to, Physical Collocation, Virtual Collocation, Fiber Meet Point; and any other technically feasible methods of obtaining Interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods must be used to effect the Interconnection pursuant to Section 251 of the Act.
- 2.2 "Access Tandem Switch" is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among End Office Switches for IXC carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic as designed and used in some regions.
- 2.3 "Access Usage Record (AUR)" is a message Record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to IXCs.
- 2.4 "Assembly and Editing" means the aggregation of recorded customer message details to create individual message Records and the verification that all necessary information required ensuring all individual message Records meet industry specifications is present.
- 2.5 "Billing Company" is the company that bills End Users for the charges incurred in transported calls.
- 2.6 "Billable Message" is a message Record containing details of a completed transported call which is used to bill an End User.
- 2.7 "Charge Number" means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.

- 2.8 "Data Transmission" is the forwarding of Billable Message detail and/or AUR detail in EMI format over a mutually agreed upon medium to the appropriate Billing Company.
- 2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect Comcast Phone's network with AT&T OKLAHOMA's network for the mutual exchange of traffic. These Entrance Facilities connect Comcast Phone's network from Comcast Phone's Switch or point of presence ("POP") within the LATA to the AT&T OKLAHOMA Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service.
- 2.10 "Fiber Meet Point", operating at a mutually agreed SONET rate, is a method of interconnection utilizing fiber at a technically feasible and mutually agreed physical meet point. It also represents the point at which one carrier's responsibility for service begins and the other carrier's responsibility ends. The use of a Fiber Meet Point as a method of interconnection under 251(c)(2) of the Act is solely for the mutual exchange of 251(b)(5) local/IntraLATA traffic between the Parties.
- 2.11 "Interexchange Carrier (IXC) Transported" are Telecommunications Services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.12 "IntraLATA Toll Trunk Group" is a trunk group carrying only non-IXC carried IntraLATA Toll Traffic.
- 2.13 "ISP-Bound Traffic" is as defined in Section 6.2.2 below.
- 2.14 "Interconnected VoIP Provider" or "IVP" as used in this Agreement is the entity that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57) and for the purposes of this Agreement.
- 2.15 "Local/Access Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.16 "Local Interconnection Trunk Groups" are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic and Non-toll VoIP PSTN Traffic between Comcast Phone End Users and AT&T OKLAHOMA End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE. They are established and used as two-way trunk groups in AT&T OKLAHOMA.
- 2.17 "Local/IntraLATA Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.18 "Local Only Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.19 "Local Only Trunk Groups" are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.20 "Local Tandem" is any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.21 "Meet Point Trunk Group" (AT&T OKLAHOMA only) is a trunk group which carries traffic between the Comcast Phone's End Users and IXCs via AT&T OKLAHOMA Access or Local/Access Tandem Switches.
- 2.22 "Message Processing" is the creation of individual EMI formatted Billable Message detail Records from individual Recordings that reflect specific billing detail for use in billing the End User and/or AURs from individual Recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the IXCs. Message Processing includes performing CMDS online edits required to ensure message detail and AURs are consistent with CMDS specifications.
- 2.23 "Non-toll VoIP-PSTN Traffic" is a subset of VoIP-PSTN Traffic and is further defined in Section 6.2 below.
- 2.24 "Offers Service" is when Comcast Phone opens an NPA-NXX, ports a Comcast Phone number to serve an End User or obtains a block of numbers to serve End Users.
- 2.25 "Out of Exchange LEC (OE-LEC)", for purposes of this Attachment only, means Comcast Phone when it is operating within AT&T OKLAHOMA's incumbent local Exchange Area and also providing Telecommunications Services in

another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling.

- 2.26 "Out of Exchange Traffic" for purposes of this Attachment only, is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- 2.27 Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T OKLAHOMA End User located in an AT&T OKLAHOMA local Exchange Area; or
- 2.28 Originates from an AT&T OKLAHOMA End User located in an AT&T OKLAHOMA local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.
- 2.29 "Point of Interconnection (POI)" is a point on the AT&T OKLAHOMA network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other and also serves as a demarcation point between the facilities that each Party is physically and financially responsible to provide.
- 2.30 "Provision of Message Detail" is the sorting of all Billable Message detail and AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing and loading of data into files for Data Transmission to Comcast Phone for those Records created internally or received from other Local Exchange Carrier Companies or IXCs through AT&T OKLAHOMA's internal network or national CMDS.
- 2.31 "Record" means the logical grouping of information as described in the programs that process information and create the data files.
- 2.32 "Recording" is the creation and storage on a mutually agreed upon medium of the basic billing details of a message in AMA format converted to EMI layout.
- 2.33 "Recording Company" is the company that performs the functions of Recording and Message Processing of IXC transported messages and the Provision of Message Detail.
- 2.34 "Section 251(b)(5) Traffic" is Telecommunications traffic as defined in Section 6.2 below.
- 2.35 "Section 251(b)(5)/IntraLATA Toll Traffic" for purposes of this Attachment means, (i) Section 251(b)(5) Traffic and/or (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic and/or (iv) Non-toll VoIP-PSTN Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.36 "Single POI" is a single point of Interconnection within a LATA on AT&T OKLAHOMA's network that is established to interconnect AT&T OKLAHOMA's network and Comcast Phone's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic. "Tandem Serving Area (TSA)" is an AT&T OKLAHOMA area defined by the sum of all local calling areas served by AT&T OKLAHOMA End Offices that subtend an AT&T OKLAHOMA Tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG. "VoIP-PSTN" or "PSTN-VoIP Traffic" is traffic exchanged between the Parties that either originates in IP-format and terminates to the PSTN, or originates on the PSTN and terminates in IP format.
- 2.37 "Wholesale Local Switching Traffic" for the purposes of this Attachment, means call usage:
- 2.38 originating from a Comcast Phone End User over local circuit switching purchased by Comcast Phone from AT&T OKLAHOMA on a wholesale basis and terminating to an AT&T OKLAHOMA End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area or
- 2.39 originating from an AT&T OKLAHOMA End User and terminating over local switching purchased by Comcast Phone from AT&T OKLAHOMA on a wholesale basis to a Comcast Phone End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

### **3.0 Network Interconnection Methods**

- 3.1 The Interconnection provided herein may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 3.2 Network Interconnection Architecture Plan:

- 3.2.1 AT&T OKLAHOMA's network is partly comprised of End Office Switches, Local Only Tandem Switches, Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&T OKLAHOMA's network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of Comcast Phone's switch(es) and AT&T OKLAHOMA's End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local Exchange Area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 3.2.2 The Parties may utilize any technically feasible method of Interconnection described in this Attachment, as mutually agreed to by the Parties. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Section 4.0 below for the exchange of traffic between Comcast Phone and AT&T OKLAHOMA.
- 3.2.2.1 For each NXX code used by either Party, the Party that owns the NXX (or pooled code block) must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide Foreign Exchange (FX) service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its Foreign Exchange service customers and such code's geographic area.
- 3.2.3 Types of Points of Interconnection:
- 3.2.3.1 Intentionally omitted.
- 3.2.3.2 The Parties will interconnect their network facilities at a minimum of one Comcast Phone designated POI within AT&T OKLAHOMA's network in the LATA where Comcast Phone Offers Service.
- 3.2.3.3 Intentionally omitted.
- 3.2.3.4 The Parties agree that Comcast Phone has the right to choose a Single POI or multiple POIs.
- 3.2.3.5 When Comcast Phone has established a Single POI (or multiple POIs) in a LATA, Comcast Phone agrees to establish an additional POI:
- 3.2.3.5.1 at an AT&T OKLAHOMA TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T OKLAHOMA TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months; or
- 3.2.3.5.2 at an AT&T OKLAHOMA End Office in a local calling area not served by an AT&T OKLAHOMA Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 3.2.3.6 The Parties will establish additional POI(s) within ninety (90) calendar days of notification that the threshold as identified in Section 3.2.3.5 has been met.
- 3.2.4 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 3.0 above will be followed for all physical architecture plan changes.
- 3.2.5 Comcast Phone is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, and Meet Point Trunk Groups.
- 3.2.6 Technical Interfaces for DS1, DS3 or higher throughput:



- 3.2.6.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8-Zero Substitution with Extended Superframe (B8ZS ESF) format framing or any mutually agreeable line coding and framing.

### 3.3 Methods of Interconnection:

- 3.3.1 Physical and Virtual Collocation - Attachment 12 - Collocation describes the terms and conditions for Interconnection via Collocation.

#### 3.3.2 Leased Entrance Facilities:

- 3.3.2.1 When Comcast Phone does not elect to collocate transport terminating equipment at an AT&T OKLAHOMA Tandem or End Office, Comcast Phone may self provision facilities, deploy third party interconnection facilities, or lease existing Entrance Facilities from AT&T OKLAHOMA.
- 3.3.2.2 AT&T OKLAHOMA shall provide Comcast Phone existing Entrance Facilities when used solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets. An Entrance Facility is existing if, at the time of Comcast Phone's request, the facility is present in AT&T OKLAHOMA's network and available for use as an Entrance Facility and no special construction is required.
- 3.3.2.3 Comcast Phone may not purchase Entrance Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Comcast Phone's customer and Comcast Phone's switch, or to carry traffic to and from its own end users), or (iii) 911, OS/DA, High Volume Call In ("HVCI"), and Meet Point Trunk Groups.
- 3.3.2.4 Comcast Phone must submit Access Service Requests ("ASRs") to AT&T OKLAHOMA to perform conversions for reclassifications of the wholesale service or group of wholesale services to an Entrance Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. AT&T OKLAHOMA will follow project guidelines as described in Section 4.7.
- 3.3.2.5 Entrance Facility Audits, where Entrance Facility is purchased from AT&T OKLAHOMA:
- 3.3.2.5.1 AT&T OKLAHOMA may audit Comcast Phone's compliance with the use of Entrance Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), Comcast Phone's compliance with the conditions set forth in Sections 3.3.2.1–3.3.2.4 above ("Entrance Facility Requirements").
- 3.3.2.5.2 AT&T OKLAHOMA will send such Audit Notice to Comcast Phone no less than thirty (30) calendar days prior to the date upon which AT&T OKLAHOMA seeks to commence an audit and shall identify the independent auditor.
- 3.3.2.5.3 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding Comcast Phone's compliance with the Entrance Facility Requirements.
- 3.3.2.5.4 The independent auditor's report will conclude whether Comcast Phone complied in all material respects with the Entrance Facility Requirements. AT&T OKLAHOMA shall provide Comcast Phone with a copy of the independent auditor's report within ten (10) business days from the date of AT&T OKLAHOMA's receipt of the report. The independent auditor's report shall state the scope of the audit that was performed, the findings of the audit, and the information and evidence gathered and relied upon.

- 3.3.2.5.5 If the auditor's report concludes that Comcast Phone failed to comply with the Entrance Facility Requirements, and Comcast Phone agrees with such findings and declines to dispute the auditor's report Comcast Phone must:
- 3.3.2.5.5.1 submit orders to AT&T OKLAHOMA to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities within 45 days of the date Comcast Phone receives a copy of the auditor's report;
  - 3.3.2.5.5.2 remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by AT&T OKLAHOMA for the difference between the amount billed by AT&T OKLAHOMA and the amount that AT&T OKLAHOMA would have billed had Comcast Phone purchased the Entrance Facilities from the applicable AT&T OKLAHOMA tariff at month-to-month rates plus late payment charges from the date that the noncompliance of the Entrance Facility Requirements, in whole or in part, began. AT&T OKLAHOMA reserves its rights to make the effective bill date for conversions 45 days after Comcast Phone's receipt of a copy of the auditor's report;
  - 3.3.2.5.5.3 reimburse AT&T OKLAHOMA for 100% of the cost of the independent auditor if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated. If the number of circuits found to be non-compliant is less than 10%, Comcast Phone will reimburse AT&T OKLAHOMA in an amount that is in direct proportion to the number of circuits found to be non-compliant.
- 3.3.2.5.6 With respect to any noncompliant Entrance Facility for which Comcast Phone fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, AT&T OKLAHOMA may initiate and effect such a conversion. AT&T OKLAHOMA will take reasonable steps to avoid disruption to Comcast Phone's customers' service or degradation in service quality in the case of conversion. AT&T OKLAHOMA reserves its rights to make the effective bill date for conversions 45 days after Comcast Phone's receipt of a copy of the auditor's report. In no event shall rates set under Section 252(d)(1) apply for the use of any Entrance Facility for any period in which the Entrance Facility does not meet the Entrance Facility Requirements.
- 3.3.2.5.7 Notwithstanding Sections 3.2.3.5.5 and 3.2.3.5.6, if Comcast Phone, however, disagrees as to the findings or conclusions of the auditor's report, Comcast Phone shall provide Notice requesting dispute resolution to AT&T OKLAHOMA. Such dispute resolution discussions shall be completed with fourteen (14) days. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. At the conclusion of this fourteen (14) day period, Comcast Phone may file a complaint at the Commission or seek any other relief consistent with applicable law.
- 3.3.2.5.8 If Comcast Phone initiates a proceeding at the Commission, Comcast Phone may elect, but is not required, to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable AT&T OKLAHOMA tariff in lieu of AT&T converting the Entrance Facilities identified in Comcast Phone's dispute resolution before the Commission pending resolution. If the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T OKLAHOMA and AT&T OKLAHOMA shall retain any disputed amounts already paid by Comcast Phone in addition to late payment charges.

### 3.3.3 Fiber Meet Point:

- 3.3.3.1 Fiber Meet Point between AT&T OKLAHOMA and Comcast Phone can occur at any mutually agreeable and technically feasible point between Comcast Phone's premises and an AT&T OKLAHOMA Tandem or End Office within each LATA.
- 3.3.3.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 3.3.3.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.3.3.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.3.3.5 In addition to the semi-annual trunk forecast process, discussed in Section 4.0 below, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.3.3.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.3.3.7 Comcast Phone will provide fiber cable to the last entrance (or mutually agreed upon designated) manhole at the AT&T OKLAHOMA Tandem or End Office building. AT&T OKLAHOMA shall make all necessary preparations in the manhole to receive and to allow and enable Comcast Phone to deliver fiber optic facilities into that manhole. Comcast Phone will provide a sufficient length of fiber cable for AT&T OKLAHOMA to pull through to the AT&T OKLAHOMA cable vault. Comcast Phone shall deliver and maintain such strands at its own expense up to the POI. AT&T OKLAHOMA shall take the fiber from the manhole and terminate it inside AT&T OKLAHOMA's Tandem or End Office building at the cable vault at AT&T OKLAHOMA's expense. In this case, the POI shall be at the AT&T OKLAHOMA designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.3.8 Comcast Phone and AT&T OKLAHOMA will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities and the necessary processes to implement facilities as indicated in Section 4.0 below of this document.
- 3.3.3.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T OKLAHOMA will provide at its expense any multiplexing required for DS1 facilities or trunking at its end and Comcast Phone will provide at its expense any DS1 multiplexing required for facilities or trunking at its end.

### 3.3.4 Interconnected VoIP Service

- 3.3.4.1 AT&T OKLAHOMA and Comcast Phone will interconnect and exchange traffic originated by or destined for an IVP as if it were traffic to or from Comcast Phone's wholesale customers' End Users as provided for in the Agreement. Such exchange of traffic will be treated as though it were traffic originated or terminated on Comcast Phone's network, including but not limited to intercarrier compensation and transit compensation.
- 3.3.4.2 AT&T OKLAHOMA shall route such IVP traffic destined for Comcast Phone's end office that is directly interconnected with AT&T OKLAHOMA as defined in the LERG, and Comcast Phone shall

be responsible, including financially, for any such traffic. AT&T OKLAHOMA shall not be responsible for any misuse of Comcast Phone's codes by IVP in the LERG.

#### 3.4 Responsibilities of the Parties:

- 3.4.1 For each local Interconnection within an AT&T OKLAHOMA area, Comcast Phone shall provide written notice to AT&T OKLAHOMA of the need to establish Interconnection for each local Exchange Area. Comcast Phone shall provide all applicable network information on forms acceptable to AT&T OKLAHOMA (as set forth in AT&T's CLEC Handbook, published on the AT&T CLEC Online website).
- 3.4.2 Upon receipt of Comcast Phone's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 3.2.1 above. The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 3.4.3 Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.
- 3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.

### 4.0 Interconnection Trunking

#### 4.1 Provisioning and Administration of Trunk Groups:

- 4.1.1 Comcast Phone shall issue ASRs for two-way trunk groups originating at Comcast Phone's switch. AT&T OKLAHOMA shall issue ASRs for one-way trunk groups originating at the AT&T OKLAHOMA switch.
- 4.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In and E911) and Meet Point (as appropriate) Trunk Groups can be established between Comcast Phone's switch and the appropriate AT&T OKLAHOMA Tandem Switch as further provided in this Section 4.0.
- 4.1.3 Signaling Protocol:
  - 4.1.3.1 SS7 Signaling is AT&T OKLAHOMA's preferred method for signaling. Where MF signaling is currently used by Comcast Phone, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T OKLAHOMA, they will be provided in accordance with the provisions of the applicable access tariffs.
  - 4.1.3.2 Where MF signaling is currently used by Comcast Phone, the Parties agree to interconnect their networks using MF or dual tone MF (DTMF) signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. Where AT&T OKLAHOMA provides SS7 services, AT&T OKLAHOMA will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for interconnection with Comcast Phone employing MF signaling
- 4.1.4 The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.
- 4.1.5 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC Online website. The report is provided in an MS-Excel format.

#### 4.2 Embedded Base-One-Way trunks (AT&T OKLAHOMA only):

- 4.2.1 AT&T OKLAHOMA acknowledges that Comcast Phone may have an embedded base of one-way trunks ordered and installed prior to the Effective Date of this Agreement that were used for termination of Comcast Phone's Section 251(b)(5)/IntraLATA Toll Traffic to AT&T OKLAHOMA (Embedded Base). To the extent that Comcast Phone has such an Embedded Base, Comcast Phone shall only augment trunk groups in the Embedded Base with the mutual agreement of the Parties. Comcast Phone shall not order any new one-way trunk groups following the Effective Date of this Agreement. Moreover, the Parties agree that the Embedded Base will be converted to two-way trunk groups under the following circumstances:

- 4.2.1.1 With reasonable notification from AT&T OKLAHOMA and upon AT&T OKLAHOMA's request, Comcast Phone shall convert all of its Embedded Base to two-way trunks.
  - 4.2.1.2 At any time an Embedded Base trunk group (either originating or terminating) requires augmentation, AT&T OKLAHOMA can require the associated originating and terminating trunks to be converted to a single two-way trunk group prior to the augmentation.
  - 4.2.1.3 When any network changes are to be performed on a project basis (i.e., central office conversions, tandem re-homes, etc.), upon request and reasonable notice by AT&T OKLAHOMA, Comcast Phone will convert all of its Embedded Base affected by the project within the intervals and due dates required by the project parameters.
  - 4.2.1.4 In addition to the foregoing, Comcast Phone may choose, at any time, to convert its Embedded Base to two-way trunk groups.
  - 4.2.1.5 The Parties will coordinate any trunk group migration, trunk group prioritization and implementation schedule. AT&T OKLAHOMA agrees to develop a cutover plan within thirty (30) days of notification to Comcast Phone of the need to convert pursuant to Section 4.2.1.1 above and Section 4.2.1.3 above
- 4.3 Establishment of Local Only and Local Interconnection Trunk Groups Per Region:
- 4.3.1 When Comcast Phone Offers Service in a Local Exchange Area or LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between Comcast Phone End Users and AT&T OKLAHOMA End Users.
  - 4.3.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: AT&T SOUTHWEST REGION 5-STATE. These trunk groups will utilize SS7 where available and multi-frequency (MF) signaling protocol where SS7 is not available.
    - 4.3.2.1 A two-way Local Only Trunk Group shall be established between Comcast Phone's switch and each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local Exchange Area. Inter-Tandem switching is not provided.
    - 4.3.2.2 A two-way Local Interconnection Trunk Group shall be established between Comcast Phone's switch and each AT&T SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local Exchange Area. Inter-Tandem switching is not provided.
    - 4.3.2.3 AT&T SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to Comcast Phone in order to provide Tandem relief when a community of interest is outside the local Exchange Area in which Comcast Phone is interconnected.
    - 4.3.2.4 Where traffic from Comcast Phone switch to an AT&T SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the AT&T SOUTHWEST REGION 5-STATE End Office. Once such trunks are provisioned, traffic from Comcast Phone to AT&T SOUTHWEST REGION 5-STATE must be redirected to route first to the Direct End Office Trunk Group (DEOT) with overflow traffic alternate routed to the appropriate AT&T SOUTHWEST REGION 5-STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T SOUTHWEST REGION 5-STATE End Office does not subtend an AT&T SOUTHWEST REGION 5-STATE Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by Comcast Phone and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
    - 4.3.2.5 A Local Interconnection Trunk Group shall be established from Comcast Phone's switch to each AT&T SOUTHWEST REGION 5-STATE End Office in a local Exchange Area that has no Local Tandem. This trunk group shall be established as a direct final.
    - 4.3.2.6 When AT&T SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local Exchange Area and a separate Access Tandem Switch that serves the same local

Exchange Area, a two-way IntraLATA Toll Trunk Group shall be established to the AT&T SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from Comcast Phone's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

- 4.3.2.7 Each Party shall deliver to the other Party over the Local Only Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.
- 4.3.3 Intentionally omitted.
- 4.3.4 Direct End Office Trunking:
  - 4.3.4.1 DEOTs transport Section 251(b)(5)/IntraLATA Toll Traffic between Comcast Phone's switch and an AT&T OKLAHOMA End Office and are not switched at a Tandem location. When actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks Comcast Phone shall establish the following:
    - 4.3.4.1.1 a two-way DEOT in AT&T OKLAHOMA;
    - 4.3.4.1.2 Intentionally omitted.
  - 4.3.4.2 Once such trunks are provisioned, traffic from Comcast Phone to AT&T OKLAHOMA must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T OKLAHOMA Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T OKLAHOMA End Office does not subtend an AT&T OKLAHOMA Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by Comcast Phone and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
  - 4.3.4.3 All traffic received by AT&T OKLAHOMA on the DEOT from Comcast Phone must terminate in the End Office, (i.e., no Tandem switching will be performed in the End Office). Where End Office functionality is provided in a remote End Office switch of a host/remote configuration, Comcast Phone shall establish the DEOT at the host switch.
- 4.3.5 Meet Point Trunk Group - AT&T OKLAHOMA:
  - 4.3.5.1 IXC carried traffic shall be transported between Comcast Phone's switch and the AT&T OKLAHOMA Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between Comcast Phone's End Users and IXCs via an AT&T OKLAHOMA Access Tandem Switch or Local/Access Tandem Switch.
  - 4.3.5.2 Meet Point Trunk Groups shall be provisioned as two-way and each Party is responsible for delivering traffic utilizing SS7 signaling, except MF signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.
  - 4.3.5.3 When AT&T OKLAHOMA has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, Comcast Phone shall establish a Meet Point Trunk Group to every AT&T OKLAHOMA Access or Local/Access Tandem Switch where Comcast Phone has homed its NXX code(s) or is the code holder of a pooled code block.
  - 4.3.5.4 AT&T OKLAHOMA will not block switched access traffic delivered to any AT&T OKLAHOMA Access Tandem Switch or Local/Access Tandem Switch for completion on Comcast Phone's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T OKLAHOMA Access Tandem Switch or Local/Access Tandem Switch that Comcast Phone's switch subtends in each LATA. In no event will AT&T OKLAHOMA be required to route such traffic through more than one of its Tandem Switches for connection to/from switched access customers.

AT&T OKLAHOMA shall have no responsibility to ensure that any switched access customer will accept traffic that Comcast Phone directs to the switched access customer.

- 4.3.5.5 Comcast Phone shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, AT&T OKLAHOMA will pass all SS7 signaling information including, without limitation, Calling Party Number (CPN) if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non SS7 environment) will be provided by Comcast Phone wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to TNS and CIC/OZZ codes.
- 4.3.5.6 Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s).
- 4.3.6 Intentionally omitted.
- 4.3.7 800/(8YY) Traffic - AT&T OKLAHOMA:
- 4.3.7.1 If Comcast Phone chooses AT&T OKLAHOMA to handle 800/(8YY) database queries from AT&T OKLAHOMA's switches, all Comcast Phone originating 800/(8YY) traffic will be routed over the Meet Point Trunk Groups). This traffic will include a combination of both IXC 800/(8YY) service and Comcast Phone 800/(8YY) service which will be identified and segregated by carrier through the database query function in the AT&T OKLAHOMA Access or Local/Access Tandem Switch.
- 4.3.7.2 Where Comcast Phone requests that AT&T OKLAHOMA perform the Service Switching Point (SSP) function (e.g., the database query) on originating Toll Free Service 800/(8YY) calls, all such calls shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.3.7.3 Comcast Phone may handle its own 800/(8YY) database queries from its own switch. Where it does so, Comcast Phone will determine the nature of the 800/(8YY) call (local/intraLATA or IXC-carried) based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, Comcast Phone will route the post-query local or IntraLATA converted ten-digit local number to AT&T OKLAHOMA over the Local Interconnection Trunk Group and shall provide an 800/(8YY) billing Record to AT&T OKLAHOMA. If the query reveals the call is an IXC-carried 800/(8YY) number, Comcast Phone shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T OKLAHOMA's Access or Local/Access Tandem Switch. Calls will be routed to AT&T OKLAHOMA over the appropriate trunk group as defined above, within the LATA in which the calls originate.
- 4.3.7.4 All post-query Toll Free Service 800/(8YY) calls for which Comcast Phone performs the SSP function, if delivered to AT&T OKLAHOMA, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by Comcast Phone using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.
- 4.3.8 E911 Trunk Group:
- 4.3.8.1 Attachment 05 - 911/E911 specifies E911 trunk group requirements.
- 4.3.9 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group - AT&T OKLAHOMA:
- 4.3.9.1 Comcast Phone must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily

exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. Comcast Phone will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

4.3.9.2 The HVCI trunk group shall be sized as follows:

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

4.3.9.3 If Comcast Phone should acquire a HVCI/Mass Calling customer, (e.g., a radio station) Comcast Phone shall notify AT&T OKLAHOMA at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T OKLAHOMA HVCI/Mass Calling Serving Office to the Comcast Phone End User's serving office. Comcast Phone will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

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

4.3.10 Intentionally omitted.

4.4 Trunk Forecasting Responsibilities:

4.4.1 Comcast Phone agrees to provide an initial forecast for all trunk groups described in this Attachment. AT&T OKLAHOMA shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by Comcast Phone. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1<sup>st</sup> and July 1<sup>st</sup> of each year in order to be considered in the semi-annual publication of the AT&T OKLAHOMA General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

4.4.2 The semi-annual forecasts shall include:

4.4.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Attachment for a minimum of three (3) (current plus two (2) future) years; and

4.4.2.2 A description of major network projects anticipated for the next six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than eight (8) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.



4.4.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties.

4.4.2.4 The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

4.4.3 Comcast Phone shall be responsible for forecasting two-way trunk groups. AT&T OKLAHOMA shall be responsible for forecasting the one-way trunk groups terminating to Comcast Phone. Where Comcast Phone does not have an embedded base of one-way trunks, Comcast Phone shall not be required to forecast. Where Comcast Phone does have an embedded base of one-way trunks, Comcast Phone shall be responsible to forecast.

4.4.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

4.5 Trunk Design Blocking Criteria:

4.5.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in the Table below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

| Trunk Group Type   | Design Blocking Objective |
|--|---------------------------|
| Local Interconnection Trunk Group – Direct End Office (Primary High)   | ECCS*                     |
| Local Interconnection Trunk Group – Direct End Office (Final)          | 2%                        |
| IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)      | 1%                        |
| Local Interconnection Trunk Group (Local Tandem)                       | 1%                        |
| Meet Point (Local/Access or Access Tandem Switch) (AT&T OKLAHOMA only) | 0.5%                      |
| E911   | 1%                        |
| Operator Services (DA/DACC)  | 1%                        |
| Operator Services (0+, 0-)   | 1%                        |
| Busy Line Verification/Emergency Interrupt                             | 1%                        |

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

4.6 Trunk Servicing:

4.6.1 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

4.6.2 Orders greater than eight (8) DS1s shall be submitted as a project as described in Section 4.7 below.

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

4.7.1 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA

TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

4.7.2 Orders greater than eight (8) DS1s shall be submitted as a project as described in Section 4.7 below.

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

4.7.3.1 In A Blocking Situation (Over-utilization):

4.7.3.1.1 In a blocking situation, Comcast Phone is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, and Meet Point Trunk Groups and one-way Comcast Phone originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T OKLAHOMA will issue a TGSR. Comcast Phone will issue an ASR within three (3) business days after receipt and review of the TGSR. Comcast Phone will note "Service Affecting" on the ASR.

4.7.3.1.2 In a blocking situation, AT&T OKLAHOMA is responsible for issuing ASRs on one-way AT&T OKLAHOMA originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, Comcast Phone will issue a TGSR. AT&T OKLAHOMA will issue an ASR within three (3) business days after receipt and review of the TGSR.

4.7.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to Comcast Phone for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route.

4.7.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to Comcast Phone.

4.7.3.2 Underutilization:

4.7.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups, and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

4.7.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, or a Meet Point Trunk Group is under sixty-five percent (65%) of CCS capacity on a monthly average basis for AT&T OKLAHOMA, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for AT&T OKLAHOMA. In all cases, grade of service objectives shall be maintained.

4.7.3.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

4.7.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

4.7.3.2.1.4 If AT&T OKLAHOMA does not receive an ASR, or if Comcast Phone does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T OKLAHOMA will attempt to contact Comcast Phone to schedule a joint planning discussion. If Comcast Phone will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T OKLAHOMA reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

4.7.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T OKLAHOMA for reasonableness based upon current utilization and/or consistency with forecasts. If the order requires clarification (additional information) or the system has detected errors within the ASR, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

#### 4.8 Projects:

4.8.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T OKLAHOMA and Comcast Phone work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.

4.8.2 Orders that comprise a project (i.e., greater than eight (8) DS1s) shall be submitted at the same time and their implementation shall be jointly planned and coordinated.

4.8.3 Projects - Tandem Rehomes/Switch Conversion/Major Network Projects:

4.8.3.1 AT&T OKLAHOMA will advise Comcast Phone of all projects significantly affecting Comcast Phone trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T OKLAHOMA may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Comcast Phone trunk group and will specify the required Comcast Phone ASR issue date. Failure to submit ASR(s) by the required date may effect AT&T OKLAHOMA's ability to deliver traffic until ASR(s) are received and processed.

#### 5.0 Out of Exchange Traffic

5.1 Interconnection services are available for the purposes of exchanging traffic to/from a non-AT&T OKLAHOMA incumbent exchange in accordance with this Section 5.0.

5.2 The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to make available Interconnection under Section 251(c)(2) of the Act to Comcast Phone at technically feasible points within AT&T OKLAHOMA's network and not in locations, such as territories of other ILECs, where AT&T OKLAHOMA does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide Comcast Phone with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T OKLAHOMA's incumbent local Exchange Areas for the provision of Comcast Phone's Telecommunications Services.

5.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of AT&T OKLAHOMA incumbent local Exchange Areas and desires to interconnect OE-LEC's network with AT&T OKLAHOMA's network(s).

- 5.4 For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T OKLAHOMA pursuant to Section 251(a) of the Act.
- 5.5 Network Connections For Out of Exchange Traffic:
- 5.5.1 OE-LEC represents that it operates as a Comcast Phone within AT&T OKLAHOMA Exchange Areas and has a POI located within AT&T OKLAHOMA Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such AT&T OKLAHOMA Exchange Areas. Based upon the foregoing, the Parties agree that AT&T OKLAHOMA's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T OKLAHOMA will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from AT&T OKLAHOMA's End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and AT&T OKLAHOMA, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T OKLAHOMA End Office.
- 5.5.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T OKLAHOMA serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.
- 5.5.3 Transport facilities for 911, Mass Calling, OS/DA and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.
- 5.5.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.
- 5.5.5 If AT&T OKLAHOMA is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T OKLAHOMA End Office.
- 5.5.6 Except as otherwise provided in this Section 5.0, for OE-LEC originated/AT&T OKLAHOMA terminated traffic or AT&T OKLAHOMA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 5.0, the Parties will work cooperatively to correct the problem.
- 5.5.7 AT&T OKLAHOMA shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T OKLAHOMA (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an AT&T OKLAHOMA Tandem. Any compensation due AT&T OKLAHOMA for such misrouted traffic shall be paid by OE-LEC. AT&T OKLAHOMA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 5.5.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 5.5.9 Connection of a trunk group from OE-LEC to AT&T OKLAHOMA's Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).
- 5.5.10 AT&T OKLAHOMA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T OKLAHOMA Exchange Areas, in AT&T OKLAHOMA Tandems and End Offices using AT&T OKLAHOMA's standard code opening timeframes.
- 5.6 Inter-carrier Compensation for Out of Exchange Traffic:

5.6.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in Section 6.0 below.

5.7 InterLATA Section 251(b)(5) Traffic:

5.7.1 AT&T OKLAHOMA will exchange AT&T OKLAHOMA InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T OKLAHOMA will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the AT&T OKLAHOMA Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T OKLAHOMA exchange, AT&T OKLAHOMA shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T OKLAHOMA will not provision or be responsible for facilities located outside of AT&T OKLAHOMA Exchange Areas.

5.7.2 The Parties agree that the AT&T OKLAHOMA InterLATA Section 251(b)(5) Traffic from each AT&T OKLAHOMA End Office will not overflow to an alternate route.

5.7.3 OE-LEC must provide AT&T OKLAHOMA a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

## 6.0 Intercarrier Compensation

6.1 Responsibilities of the Parties:

6.1.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

6.1.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

6.1.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

6.1.4 Intentionally omitted.

6.1.5 Intentionally omitted.

6.1.6 Comcast Phone has the sole obligation to enter into compensation arrangements with all Third Parties with whom Comcast Phone exchanges traffic including without limitation anywhere Comcast Phone originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T OKLAHOMA on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T OKLAHOMA have any liability to Comcast Phone or any Third Party if

Comcast Phone fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom Comcast Phone does not have a traffic compensation agreement, Comcast Phone will indemnify, defend and hold harmless AT&T OKLAHOMA against any and all losses arising from charges levied by such Third Party. The Third Party and Comcast Phone will bill their respective charges directly to each other. AT&T OKLAHOMA will not be required to function as a billing intermediary, (e.g., clearinghouse). AT&T OKLAHOMA may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.

- 6.1.7 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.
  - 6.1.8 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, IntraLATA Toll Traffic, Non-toll VoIP-PSTN Traffic and Wholesale Local Switching Traffic in AT&T OKLAHOMA, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Attachment and the Pricing Schedule and/or the applicable switched access tariffs.
  - 6.1.9 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.
  - 6.1.10 The Parties acknowledge that Section 6.0 above addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.
- 6.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic:
- 6.2.1 For purposes of this Agreement, Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes as defined by the Oklahoma Corporation Commission and/or the FCC.
  - 6.2.2 For purposes of this Agreement, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between Comcast Phone and AT&T OKLAHOMA over each Party's own facilities in which the originating End User of one Party and the ISP served by the other Party are:
    - 6.2.2.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
    - 6.2.2.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.
  - 6.2.3 AT&T OKLAHOMA made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel.

April 27, 2001)) (“FCC ISP Compensation Order”) which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

6.2.4 Intentionally omitted.

6.2.5 Pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing an Unified Inter-carrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) the Parties will implement Bill and Keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic as set forth in the Pricing Sheets.

6.2.6 Intentionally omitted.

6.2.7 Intentionally omitted.

### 6.3 Inter-carrier Compensation for Wholesale Local Switching Traffic for AT&T OKLAHOMA

6.3.1 Where Comcast Phone purchases local switching from AT&T OKLAHOMA either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as “Wholesale Local Switching” or “switching on a wholesale basis”), Comcast Phone shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other Comcast Phones, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T OKLAHOMA is required to provide Comcast Phone with timely, complete and correct information to enable Comcast Phone to meet the requirements of this Section.

6.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T OKLAHOMA and Comcast Phone when Comcast Phone purchases local switching from AT&T OKLAHOMA on a wholesale basis:

6.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T OKLAHOMA and Comcast Phone, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.3.2.2 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T OKLAHOMA and Comcast Phone where Comcast Phone’s End User originates a call that is terminated to an AT&T OKLAHOMA End User, such traffic shall be paid for reciprocally at the rate applicable for 251(b)(5) and ISP-Bound Traffic, set forth in the Pricing Sheets.

6.4 Intentionally omitted.

### 6.5 Other Telecommunications Traffic:

6.5.1 Except as set forth in Section 6.2 above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.5.2 Intentionally omitted.

6.5.3 Private Line Services include private line-like and special access services and are not subject to inter-carrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.

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

6.5.4.1 Dedicated FX Traffic, Virtual FX Traffic or FX-type Traffic

- 6.5.4.2 Optional EAS Traffic
- 6.5.4.3 IntraLATA Toll Traffic
- 6.5.4.4 800, 888, 877, ("8YY") Traffic
- 6.5.4.5 FGA Traffic
- 6.5.4.6 MCA Traffic

6.5.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.2 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.5.2 above; (b), Optional EAS Traffic are set forth in Section 6.6 below; (c) 8YY Traffic are set forth in Section 6.9 below; (d) FGA Traffic are set forth in Section 6.5.2 above; (e) IntraLATA Toll Traffic are set forth in Section 6.12 below.

6.6 Intentionally omitted.

6.7 Primary Toll Carrier Arrangements:

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

6.7.1.1 AT&T OKLAHOMA shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to Comcast Phone as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T OKLAHOMA is functioning as the PTC for Third Party ILEC's End User customers, AT&T OKLAHOMA shall pay Comcast Phone on behalf of the originating Third Party ILEC for the termination of such IntraLATA toll traffic at the terminating switched access rates as set forth in Comcast Phone's intrastate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T OKLAHOMA intrastate access service tariff in the respective state.

6.7.1.2 Intentionally omitted.

6.7.1.3 AT&T OKLAHOMA shall deliver such IntraLATA toll traffic that originated from Comcast Phone and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Comcast Phone shall pay AT&T OKLAHOMA for the use of AT&T OKLAHOMA facilities at the rates set forth in AT&T OKLAHOMA's intrastate access service tariff in the respective state. Comcast Phone shall be responsible for any third-party ILEC charges arising from the termination of such traffic originated from Comcast Phone.

6.8 IntraLATA 800 Traffic:

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

6.8.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.



- 6.9 Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:
- 6.9.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 6.9.2 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the OBF's Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended from time to time.
- 6.9.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function.
- 6.9.4 For MPB percentages other than Comcast Phone 100% and AT&T OKLAHOMA 0%, the Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 6.9.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the MPB arrangement, when the Parties do not have all detailed Recordings for billing.
- 6.9.5.1 Intentionally omitted.
- 6.9.5.2 The Parties also agree that AT&T OKLAHOMA and Comcast Phone will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 6.9.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).
- 6.9.7.1 For AT&T OKLAHOMA, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 6.9.7.2 Intentionally omitted.
- 6.9.8 AT&T OKLAHOMA and Comcast Phone agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
- 6.9.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.10 Compensation for Origination and Termination of InterLATA Traffic:
- 6.10.1 Where a Comcast Phone originates or terminates its own End User InterLATA Traffic not subject to MPB, the Comcast Phone must purchase feature group access service from AT&T OKLAHOMA's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.
- 6.11 IntraLATA Toll Traffic Compensation:

- 6.11.1 For both intrastate and interstate IntraLATA Message Telephone Service (MTS) toll traffic, compensation to either Party for termination of such traffic will be at terminating access rates. For both intrastate and interstate IntraLATA 800 Service, compensation to either Party for origination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T OKLAHOMA's tariff in whose exchange area the End User is located.
- 6.12 Billing Arrangements for Termination of IntraLATA Toll Traffic:
- 6.12.1 In AT&T OKLAHOMA, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic and Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.
- 6.12.1.1 Where Comcast Phone is using terminating Recordings to bill intercarrier compensation, AT&T OKLAHOMA will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which Comcast Phone may use to bill such originating carrier for MOUs terminated on Comcast Phone's network.
- 6.12.2 Intentionally omitted.
- 6.12.3 Intentionally omitted.
- 6.12.4 In states in which AT&T OKLAHOMA has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.2.10 above of this Attachment in those situations where the Parties exchange ISP-bound traffic.
- 6.12.5 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 6.12.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment in those situations where the Parties exchange ISP-bound traffic.
- 6.12.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all

appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

6.12.8 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.

6.13 Switched Access Traffic:

6.13.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T OKLAHOMA's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T OKLAHOMA's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

6.13.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a Comcast Phone customer that obtains local dial tone from Comcast Phone where Comcast Phone is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

6.13.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T OKLAHOMA customer that obtains local dial tone from AT&T OKLAHOMA where AT&T OKLAHOMA is both the Section 251(b)(5) Traffic/ provider and the IntraLATA toll provider;

6.13.1.3 Switched Access Traffic delivered to AT&T OKLAHOMA from an IXC where the terminating number is ported to another Comcast Phone and the IXC fails to perform the LNP query; and/or

6.13.1.4 Switched Access Traffic delivered to either Party from a Third Party Comcast Phone over Local Interconnection Trunk Groups destined to the other Party.

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

6.14.1 In the limited circumstances in which a Third Party Comcast Phone delivers Switched Access Traffic as described in Section 6.14.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 6.14.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to

and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party Comcast Phone delivering such traffic to the extent it is not blocked.

## 7.0 Recording

### 7.1 Responsibilities of the Parties:

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

### 7.2 AT&T OKLAHOMA will determine the number of data files required to provide the AUR detail to Comcast Phone.

- 7.2.1 Recorded Billable Message detail and/or AUR detail previously provided Comcast Phone and lost or destroyed through no fault of AT&T OKLAHOMA will not be recovered and made available to Comcast Phone except on an individual case basis at a cost determined by AT&T OKLAHOMA.
- 7.2.2 When AT&T OKLAHOMA receives rated Billable Messages from an IXC or another LEC that are to be billed by Comcast Phone, AT&T OKLAHOMA may forward those messages to Comcast Phone.
- 7.2.3 AT&T OKLAHOMA will record the applicable detail necessary to generate AURs and forward them to Comcast Phone for its use in billing access to the IXC.
- 7.2.4 When Comcast Phone is the Recording Company, the Comcast Phone agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T OKLAHOMA under the same terms and conditions of this Section.

### 7.3 Basis of Compensation:

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

### 7.4 Limitation of Liability:

- 7.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 7.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 7.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 7.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 7.4.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

## 8.0 Transit Traffic

### 8.1 Introduction

- 8.1.1 This Section 8 sets forth the rates, terms and conditions for Transit Traffic Service when AT&T OKLAHOMA, ("AT&T-TSP") acts as a transit service provider for Comcast Phone. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows Comcast Phone to exchange Comcast Phone originated traffic with a Third Party Terminating Carrier, to which Comcast Phone is not directly interconnected, and it allows Comcast Phone to receive traffic originated by a Third Party Originating Carrier.
- 8.1.2 AT&T-TSP offers Transit Traffic Services to interconnected Comcast Phones or to interconnected Out of Exchange Local Exchange Carriers.

### 8.2 Definitions

- 8.2.1 The definitions in this Section 8 are only for the purpose of Transit Traffic Service as set forth in this Section 8. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or this Attachment 02, then the definition herein governs for the purpose of this Section 8. To the extent that defined terms in the Agreement are used in this Section, but for which no definition appears herein, then the definition in the Agreement controls.
- 8.2.2 "AT&T - Transit Service Provider" or ("AT&T-TSP") means as applicable, AT&T OKLAHOMA, as those entities provide Transit Traffic Services to Comcast Phone and Third Parties.
- 8.2.3 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c).
- 8.2.4 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

- 8.2.5 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 8.2.6 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to Comcast Phone.
- 8.2.7 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when Comcast Phone originates traffic that is sent through AT&T-TSP's network, i.e., Comcast Phone is using AT&T-TSP's Transit Traffic Service.
- 8.2.8 "Transit Traffic" means traffic originating on Comcast Phone's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network. A call that is originated or terminated by a Comcast Phone purchasing local switching from AT&T-TSP pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Attachment. Additionally Transit Traffic does not include traffic to/from IXCs.
- 8.2.9 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 8.2.10 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between Comcast Phone and a Third Party Originating or Terminating Carrier, where Comcast Phone is directly interconnected with an AT&T-TSP Tandem.
- 8.3 Responsibilities of the Parties
- 8.3.1 AT&T-TSP will provide Comcast Phone with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA, to the extent a LATA boundary waiver exists.
- 8.3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on Comcast Phone's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.
- 8.4 Comcast Phone Originated Traffic
- 8.4.1 Comcast Phone acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that Comcast Phone originates. AT&T-TSP will directly bill Comcast Phone for Comcast Phone-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between Comcast Phone and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of Comcast Phone.
- 8.4.2 If Comcast Phone originates Transit Traffic destined to a Third Party Terminating Carrier with which Comcast Phone does not have a traffic compensation arrangement, then Comcast Phone will indemnify, defend and hold harmless AT&T-TSP against any and all Losses arising from charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If Comcast Phone originates Transit Traffic destined for a Third Party Terminating Carrier with which Comcast Phone does not have a traffic compensation arrangement, and a regulatory agency or court with jurisdiction over both AT&T OKLAHOMA and Comcast Phone provides notice to both Parties and orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then Comcast Phone will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, applicable Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any reasonable and quantifiable billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from Comcast Phone.
- 8.4.3 Comcast Phone shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. Comcast Phone shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then Comcast Phone agrees to cooperate to investigate and take corrective action. If Comcast Phone is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then

Comcast Phone will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from Comcast Phone, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and Comcast Phone will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from Comcast Phone's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of Comcast Phone.

8.4.4 Comcast Phone, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

## 8.5 Comcast Phone Terminated Traffic

8.5.1 Comcast Phone shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service as the Transit Service Provider for calls terminated to Comcast Phone.

8.5.2 Where AT&T-TSP is providing Transit Traffic Service to Comcast Phone, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to Comcast Phone. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to Comcast Phone. If AT&T-TSP or Comcast Phone identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, the Parties agree to cooperate with the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or Comcast Phone is not properly receiving the information, then the Parties will work cooperatively with the Third Party Originating Carrier to correct the problem.

8.5.3 Comcast Phone agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP, as the Transit Service Provider, is not obligated to pay Comcast Phone for such Transit Traffic, and AT&T-TSP is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

## 8.6 Transit Traffic Routing/Trunk Groups

8.6.1 When Comcast Phone has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, Comcast Phone shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in this Attachment 02. In the event Comcast Phone has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, Comcast Phone shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP Tandems in such LATA pursuant to terms in this Attachment 02.

8.6.2 Comcast Phone shall route Transit Traffic to the AT&T-TSP Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.

8.6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by Comcast Phone shall be considered misrouted. Transit Traffic routed by Comcast Phone through any AT&T-TSP End Office Switch shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, Comcast Phone will correct such misrouting within sixty (60) days.

### 8.6.4 AT&T OKLAHOMA.

8.6.4.1 The same facilities and trunking (ordering, provisioning, servicing, etc.) used pursuant to Comcast Phone's Agreement and in this Attachment 02 to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

## 8.7 Direct Trunking Requirements.

8.7.1 When Transit Traffic originated by Comcast Phone requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, Comcast Phone shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, Comcast Phone agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and Comcast Phone mutually agree otherwise.

## 8.8 Transit Traffic Rate Application

8.8.1 Intentionally omitted.

8.8.2 AT&T OKLAHOMA only

The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T OKLAHOMA, Transit Traffic MOUs include Local minutes of use only. Comcast Phone agrees to compensate AT&T OKLAHOMA as a transit service provider for the rate elements at the rate set forth in the Pricing Schedule.



# ATTACHMENT 03 – STRUCTURE ACCESS

## 1.0 Structure Access

- 1.1 AT&T Oklahoma will provide to Comcast Phone nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T Oklahoma pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of an amendment to this Agreement negotiated with AT&T Oklahoma at a later date.

# ATTACHMENT 04 - LOCAL NUMBER PORTABILITY AND NUMBERING

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## 1.0 Introduction

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

## 2.0 Definitions

- 2.1 "Foreign Exchange" or "FX", as used in this Attachment, refers to number assignments and moves outside the Rate Centers with which a telephone number is ordinarily associated, and is different from the term "FX" in Attachment 02 - Network Interconnection, which refers to number assignment and moves outside of a mandatory local calling area.
- 2.2 "Service Management System" or "SMS", as used in the Attachment, is a database or computer system not part of the public switched network that, (1) interconnects to a Service Control Point (SCP), and sends to that SCP the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing

of a telephone call.

- 2.3 “Service Provider Number Portability (SPNP) Data Base Query” means the process by which the N-1 carrier network that is terminating a call requests the Local Routing Number (LRN) and other information necessary to route calls to portable NXX codes. AT&T OKLAHOMA may be responsible for making a query to a database containing information necessary to route calls to number portable NXX codes for itself, or for other entities for a fee.
- 2.4 “Intermediate Numbers” means the numbers provided for use by resellers, numbers in dealer numbering pools, numbers preprogrammed into End User premises equipment offered for retail sale, and numbers assigned to messaging service providers.
- 2.5 “Safety Valve Request” means a mechanism for carriers to request numbering resources apart from the general waiver process.

### **3.0 General Provisions**

#### **3.1 Requirements for LNP:**

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

#### **3.2 Limitations of Service for LNP:**

- 3.2.1 Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. “Porting within Rate Centers” refers to a limitation of changing service providers while the physical location of the End User remains with the wireline footprint of the Rate Center. If the End User changes his, her or its physical location from one Rate Center to another, the End User may not retain his, her or its telephone number (which is associated with the End User’s previous Rate Center) as a basic network (non-FX) offering.
- 3.2.2 Telephone numbers of the following types shall not be ported:
- 3.2.2.1 AT&T OKLAHOMA Official Communications Services (OCS) NXXs;
- 3.2.2.2 555, 950, 956, 976 and 900 numbers;
- 3.2.2.3 N11 numbers (e.g., 411 and 911);

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

3.2.2.5 Disconnected or unassigned numbers.

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

### 3.3 Numbering:

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

3.3.2 COMCAST PHONE agrees to supply supporting information for any numbering request and/or Safety Valve Request that AT&T OKLAHOMA files pursuant to Section 3.3.1 above.

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

### 3.4 Local Number Portability (LNP) and Numbering:

#### 3.4.1 Porting of Resale Numbers:

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

### 3.5 Non-discriminatory Access to Telephone Numbers:

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

## 4.0 Product Specific Service Delivery Provisions

### 4.1 Service Description for LNP:

4.1.1 The LRN software of the switch in which the assigned numbering resource (e.g., NXX or NXX-X) is native determines if the called party is in a portable NXX. When a calling Party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.

4.1.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.

4.1.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.

- 4.1.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 4.1.5 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.
- 4.2 "N-1" Query Methodology for LNP:
  - 4.2.1 The Parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's End Office, or the terminating carrier's End Office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to charge the "N-1" carrier for the query. Refer to the LNP Working Group Best Practice for additional information, located in the Local Number Portability Administration section of the NPAC website.
  - 4.2.2 For interLATA or intraLATA toll calls carried by another carrier, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
  - 4.2.3 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
  - 4.2.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP, AT&T OKLAHOMA may query all calls directed to that NXX, provided that AT&T OKLAHOMA's queries shall not adversely affect the quality of service to COMCAST PHONE's End Users as compared to the service AT&T OKLAHOMA provides its own End Users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.
  - 4.2.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the "N-1" carrier for queries initiated before the first number is ported in an NXX.
  - 4.2.6 Rates, terms and conditions for LNP queries performed by AT&T OKLAHOMA are set forth in AT&T Tariff F.C.C. No. 73 .
- 4.3 Ordering for LNP:
  - 4.3.1 Porting of numbers from NXXs marked as portable in the LERG will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of Attachment 07 - Operations Support System (OSS).
  - 4.3.2 The Parties agree to comply with the North American Numbering Council's (NANC's) best practices regarding porting intervals and project thresholds. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.
- 4.4 Provisioning for LNP:



- 4.4.1 The Parties will remove a ported number from the End Office from which the number is being ported as close to the requested time as reasonably practicable, except under the conditions listed in Section 4.4.3 below and Section 4.4.4 below, respectively. The Parties recognize that it is in the best interest of the End User for this removal to be completed in the most expedient manner possible.
  - 4.4.2 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the Unconditional Ten-Digit Trigger is removed.
    - 4.4.2.1 The Parties agree to provide Unconditional Ten-Digit Trigger wherever technically feasible.
  - 4.4.3 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
  - 4.4.4 Coordinated Orders. Orders worked on a coordinated basis will be coordinated by the Parties until the numbers are disconnected in the old switch.
  - 4.4.5 The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the affected End User. The Parties will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within fifteen (15) minutes after receipt of a download from the NPAC SMS (the current NANC goal for such updating).
  - 4.4.6 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is de-provisioned.
  - 4.4.7 Mass Calling:
    - 4.4.7.1 The HVCI Network is designed to ease the network congestion that occurs when large numbers of incoming telephone calls are solicited by an End User, such as a radio station or a ticket agency.
      - 4.4.7.1.1 HVCI is also known as:
        - 4.4.7.1.1.1 Choke Network
        - 4.4.7.1.1.2 Mass Calling
        - 4.4.7.1.1.3 Public Response Choke Network
      - 4.4.7.2 Using a non-LRN process, AT&T OKLAHOMA will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.
  - 4.4.8 Operator Services, LIDB and Directory Assistance:
    - 4.4.8.1 The Provisions of this Agreement pertaining to Operator Services, LIDB and Directory Assistance shall also apply when LNP is in place.
  - 4.4.9 Porting of Direct Inward Dialing (DID) Block Numbers:
    - 4.4.9.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
    - 4.4.9.2 The Parties shall offer LNP to End Users for any portion of an existing DID block without being required to port the entire block of DID numbers.
    - 4.4.9.3 The Parties shall permit End Users which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.
- 5.0 Other
- 5.1 Pricing for LNP:

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

# ATTACHMENT 05 – 911-E911

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## 1.0 Introduction

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

## 2.0 Definitions

- 2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from Comcast Phone's End Office to the E911 system.
- 2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.
- 2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.
- 2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).
- 2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 2.12 Pseudo Automatic Number Identification (pANI) means a non-dialable telephone number that is used to support routing of certain E9-1-1 calls. When used to support routing of E9-1-1 calls from VoIP callers, pANI can be referred to as an Emergency Services Query Key (ESQK).
- 2.13 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.14 "Selective Routing (SR)" means the routing and "E911 Selective Router (E911 SR)" means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 2.15 "VoIP Positioning Center" (VPC) means the element that provides routing information to support the routing of VoIP emergency calls, and cooperates in delivering location information to the PSAP over the existing ALI Data Base infrastructure.

### 3.0 AT&T Responsibilities

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

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

#### 4.0 Comcast Phone Responsibilities

##### 4.1 Call Routing (for Comcast Phone's own switches):

- 4.1.1 Comcast Phone will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T OKLAHOMA E911 SR location.
- 4.1.2 Comcast Phone will forward the ANI or pANI information of the party calling 911 to the AT&T OKLAHOMA E911 SR.

##### 4.2 Facilities and Trunking (for Comcast Phone's own switches):

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

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

- 4.2.10 Comcast Phone shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If Comcast Phone's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, Comcast Phone shall provision additional 911 Trunks for Interconnection with AT&T OKLAHOMA.
- 4.2.11 Comcast Phone is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from Comcast Phone's demarcation (for example, collocation) to the AT&T OKLAHOMA E911 SR(s). Comcast Phone is responsible for advising AT&T OKLAHOMA of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T OKLAHOMA of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T OKLAHOMA will refer network trouble to Comcast Phone if no defect is found in AT&T OKLAHOMA's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.2.12 Comcast Phone will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.
- 4.2.13 Where required, Comcast Phone will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

#### 4.3 Database:

- 4.3.1 Once the 911 Interconnection between Comcast Phone and all appropriate AT&T OKLAHOMA E911 SR(s) has been established and tested, Comcast Phone or its representatives, if not using a VPC, shall be responsible for providing Comcast Phone's:
  - 4.3.1.1 End User 911 Records to AT&T OKLAHOMA for inclusion in AT&T OKLAHOMA's DBMS on a timely basis.
  - 4.3.1.2 Comcast Phone or its agent shall provide initial and ongoing updates of Comcast Phone's End User Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
  - 4.3.1.3 Comcast Phone and/or its agent shall adopt use of a Company/NENA ID on all Comcast Phone End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
  - 4.3.1.4 Comcast Phone and/or its agent is responsible for providing AT&T OKLAHOMA updates to the E911 Database; in addition, Comcast Phone and/or its agent is responsible for correcting any errors that may occur during the entry of their data to the AT&T OKLAHOMA 911 DBMS.

#### 5.0 Responsibilities of the Parties

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



- 5.2.1.3 Facility based Comcast Phones shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.
- 5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:
  - 5.2.2.1 AT&T-12STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
  - 5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.

## 6.0 Methods and Practices

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

## 7.0 Contingency

- 7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T OKLAHOMA and Comcast Phone.
- 7.3 In the case of an emergency situation and where permitted by the E911 Customer or regulatory authority with the appropriate jurisdiction, Comcast Phone may deliver the E911 call via ten-digit overflow directly to the PSAP or Third Party answering center.

## 8.0 Basis of Compensation

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

## ATTACHMENT 06 - LISTINGS

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## 1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs under which AT&T OKLAHOMA shall provide subscriber Listings.

## 2.0 DEFINITIONS

2.1 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.2 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination.

## 3.0 INTENTIONALLY OMITTED

## 4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T OKLAHOMA's practices, as well as the rules and regulations applicable to the provision of Listings, AT&T OKLAHOMA will make available to Comcast Phone, for Comcast Phone End Users, non-discriminatory access to Listings in the same manner as AT&T OKLAHOMA makes Listings available to AT&T OKLAHOMA retail End Users.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T OKLAHOMA's practices, as well as the rules and regulations applicable to the provision of white page directories, where available, AT&T OKLAHOMA will include in appropriate white pages directories, where available, the primary alphabetical Listings of Comcast Phone End Users located within the AT&T OKLAHOMA ILEC Territory in the same manner as AT&T OKLAHOMA includes the AT&T OKLAHOMA retail End Users. Comcast Phone may provide, at its sole discretion, subscriber listing information to AT&T OKLAHOMA's Listings database. In such circumstances Comcast Phone will receive for its End User, one primary Listing in AT&T OKLAHOMA's white pages directory, where available, 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 for 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 OKLAHOMA's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 AT&T OKLAHOMA will afford Comcast Phone's directory Listing information the same level of confidentiality that AT&T OKLAHOMA affords its own directory Listing information.

4.2.1.3 Comcast Phone will, at its sole discretion, provide to AT&T OKLAHOMA the names, addresses and telephone numbers of all Comcast Phone End Users who wish to be omitted from directories. To the extent that Comcast Phone submits Non-listed/Non-Published Listings such Listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T OKLAHOMA does not provide a resale discount for any Non-listed/Non-Published Listings.

4.2.1.4 Where a Comcast Phone End User requires listings in addition to the primary Listing to appear in the white pages directory, where available, AT&T OKLAHOMA will offer such Listings at rates as set forth in AT&T OKLAHOMA's tariffs and/or service guidebooks. AT&T OKLAHOMA does not provide a resale discount for any Listings. Comcast Phone shall, at its sole discretion, furnish to AT&T OKLAHOMA subscriber Listing information pertaining to Comcast Phone End Users located within the AT&T OKLAHOMA ILEC Territory, along with such additional information as AT&T OKLAHOMA may be required to include in the alphabetical Listings of said directory. Comcast

Phone shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 If Comcast Phone at its sole discretion provides subscriber Listing information, it will provide accurate subscriber Listing information of its subscribers to AT&T OKLAHOMA via a mechanized feed of the directory Listing information to AT&T OKLAHOMA's Directory Listing database. Comcast Phone agrees to submit such Listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon Comcast Phone reaching a volume of two hundred (200) listing updates per day, whichever comes first. Comcast Phone's subscriber Listings will be interfiled (interspersed) in the directory among AT&T OKLAHOMA's subscriber Listing information. Comcast Phone will submit Listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory Listing of a Comcast Phone End User. Comcast Phone must submit all Listing information intended for publication by the directory close (a/k/a last Listing activity) date.
- 4.2.3 Subject to state requirements and AT&T OKLAHOMA's practices, as well as the rules and regulations applicable to the provision of white page directories, each Comcast Phone subscriber may receive one copy per primary End User listing, as provided by Comcast Phone, of the appropriate AT&T OKLAHOMA white pages directory in the same manner, format and at the same time that they are delivered to AT&T OKLAHOMA's retail End Users.
- 4.2.4 Subject to AT&T OKLAHOMA's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T OKLAHOMA agrees to serve as a single point of contact for any independent and Third Party directory publishers who seek to include Comcast Phone's subscriber (i.e., End User) Listing information in an area directory, and to handle Comcast Phone's subscriber listing information in the same manner as AT&T OKLAHOMA's subscriber Listing information. In exchange for AT&T OKLAHOMA serving as a single point of contact and handling all subscriber Listing information equally, Comcast Phone authorizes AT&T OKLAHOMA to include and use the Comcast Phone subscriber Listing information provided to AT&T OKLAHOMA Directory Listing databases, and to provide Comcast Phone subscriber Listing information to directory publishers. Included in this authorization is release of Comcast Phone 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 OKLAHOMA's use of Comcast Phone's subscriber Listing information in AT&T OKLAHOMA's directory products and services.
- 4.2.5 AT&T OKLAHOMA further agrees not to charge Comcast Phone for serving as a 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 Comcast Phone's subscriber list information to directory publishers, Comcast Phone agrees that it will receive no compensation for AT&T OKLAHOMA's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Comcast Phone subscriber list information shall be interfiled (interspersed) with AT&T OKLAHOMA'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 OKLAHOMA.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Comcast Phone shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to Comcast Phone End Users under this Attachment.

## 5.0 TERMINATION OF ATTACHMENT

- 5.1 This Attachment will be coterminous with the Agreement; provided however, to the extent that AT&T OKLAHOMA ceases to provide any products or services that are being provided under this Attachment to its End Users, then upon one hundred eighty (180) days' advance written Notice to Comcast Phone, AT&T OKLAHOMA may terminate this Attachment.

# ATTACHMENT 07 – OPERATIONS SUPPORT SYSTEMS

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## 1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to COMCAST PHONE, or its agent, for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T OKLAHOMA. COMCAST PHONE 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 OKLAHOMA no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T OKLAHOMA 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 COMCAST PHONE to act on its behalf for purposes of accessing AT&T OKLAHOMA OSS application-to-application interfaces via a dedicated connection over which multiple COMCAST PHONE's local service transactions are transported.

## 3.0 General Provisions

- 3.1 AT&T OKLAHOMA'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 OKLAHOMA will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow COMCAST PHONE to perform pre-order, order, provisioning, maintenance and repair functions. AT&T OKLAHOMA will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 3.3 AT&T OKLAHOMA 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 the AT&T CLEC Online website. Documentation may be amended by AT&T OKLAHOMA in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation but in all material cases of conflict this Agreement will prevail.
- 3.4 AT&T OKLAHOMA's OSS are designed to accommodate requests for both current and projected demands of COMCAST PHONE and other COMCAST PHONES in the aggregate.
- 3.5 COMCAST PHONE shall advise AT&T OKLAHOMA no less than seven (7) Business Days in advance of any anticipated ordering volumes materially above COMCAST PHONE's normal average daily volumes.
- 3.6 It is the sole responsibility of COMCAST PHONE to obtain the technical capability to access and utilize AT&T OKLAHOMA's OSS interfaces. All hardware and software requirements for the applicable AT&T OKLAHOMA Regional OSS are specified on the AT&T's CLEC Online website.
- 3.7 COMCAST PHONE must access the AT&T OKLAHOMA OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T CLEC Online website.
- 3.8 Prior to initial use of AT&T OKLAHOMA's Regional OSS, COMCAST PHONE shall attend and participate in implementation meetings to discuss COMCAST PHONE 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. COMCAST PHONE will also provide a single point of contact for technical issues related to COMCAST PHONE's use of AT&T OKLAHOMA's electronic interfaces.
- 3.10 COMCAST PHONE 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, COMCAST PHONE shall not be permitted to order ICA Services unless COMCAST PHONE has a right, under this Agreement, to order such service.



- 3.11 AT&T OKLAHOMA shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T OKLAHOMA 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 OKLAHOMA's electronic interfaces, AT&T OKLAHOMA'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 OKLAHOMA's CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T OKLAHOMA 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 and e-mail addresses for the purpose of addressing ordering, provisioning and maintenance of services issues.
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 COMCAST PHONE shall use AT&T OKLAHOMA electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, COMCAST PHONE agrees that such use will comply with AT&T OKLAHOMA'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, COMCAST PHONE shall be responsible for and indemnifies AT&T OKLAHOMA against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T OKLAHOMA's OSS from COMCAST PHONE systems, workstations or terminals or by COMCAST PHONE employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by COMCAST PHONE and shall pay AT&T OKLAHOMA for any and all damages caused by such unauthorized entry.
- 3.15.2 COMCAST PHONE's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where COMCAST PHONE has obtained an authorization from the End User for release of CPNI.
- 3.15.2.1 COMCAST PHONE 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 COMCAST PHONE is solely responsible for determining whether proper authorization has been obtained and holds AT&T OKLAHOMA harmless from any loss arising from COMCAST PHONE's failure to obtain proper authorization 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. COMCAST PHONE 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 OKLAHOMA shall be free to connect a customer to any COMCAST PHONE based upon that COMCAST PHONE's request and that COMCAST PHONE's assurance that proper customer authorization has been obtained in accordance with 47 CFR 64.1120.
- 3.15.4 By using electronic interfaces to access OSS functions, COMCAST PHONE agrees to perform accurate and correct ordering of ICA Services. COMCAST PHONE is also responsible for all actions of its employees using any of AT&T OKLAHOMA's OSS. As such, COMCAST PHONE agrees to accept and pay all reasonable and documented costs or expenses, including labor costs, incurred by AT&T OKLAHOMA 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 OKLAHOMA to COMCAST PHONE. In addition, COMCAST PHONE agrees to indemnify and hold AT&T OKLAHOMA harmless against any claim made by an End User of COMCAST PHONE or Third Parties against AT&T OKLAHOMA caused by or related to COMCAST PHONE's use of any AT&T OKLAHOMA OSS.

- 3.15.5 In the event AT&T OKLAHOMA has good cause to believe that COMCAST PHONE has used AT&T OKLAHOMA OSS in a way that conflicts with this Agreement or Applicable Law, AT&T OKLAHOMA shall give COMCAST PHONE written Notice describing the alleged misuse ("Notice of Misuse") consistent with the Dispute Resolution provisions of the General Terms and Conditions attachment. COMCAST PHONE shall immediately refrain from the alleged misuse until such time that COMCAST PHONE responds in writing to the Notice of Misuse, which COMCAST PHONE shall provide to AT&T OKLAHOMA within twenty (20) calendar days after receipt of the Notice of Misuse. In the event COMCAST PHONE agrees with the allegation of misuse, COMCAST PHONE shall refrain from the alleged misuse during the term of this Agreement.
- 3.15.6 In the event COMCAST PHONE does not respond to the Notice of Misuse or does not agree that the COMCAST PHONE's use of AT&T OKLAHOMA OSS is inconsistent with this Agreement or Applicable Law and has not filed a dispute pursuant to the Dispute Resolution provisions of the GT&Cs of this Agreement., 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, COMCAST PHONE shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T OKLAHOMA to be improper, until COMCAST PHONE 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 COMCAST PHONE has engaged in the alleged misuse described in the Notice of Misuse, and if such misuse is not subject to a dispute, AT&T OKLAHOMA shall have the right to conduct an audit of COMCAST PHONE's use of the AT&T OKLAHOMA OSS. Such audit shall be limited to auditing those aspects of COMCAST PHONE's use of the AT&T OKLAHOMA OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T OKLAHOMA shall give ten (10) calendar days advance written Notice of its intent to audit COMCAST PHONE ("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), COMCAST PHONE shall provide AT&T OKLAHOMA with access to the requested information in any reasonably requested format, at an appropriate COMCAST PHONE location, unless otherwise agreed to by the Parties. The audit shall be at AT&T OKLAHOMA'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 OKLAHOMA 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 OKLAHOMA. If COMCAST PHONE fails to cooperate in the audit, AT&T OKLAHOMA reserves the right to terminate COMCAST PHONE's access to electronic processes.

#### **4.0 Pre-Ordering**

- 4.1 AT&T OKLAHOMA will provide the CPNI necessary and appropriate for COMCAST PHONE to submit port requests and related requests for service. AT&T OKLAHOMA's Regional OSS are available in order that COMCAST PHONE 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 the AT&T CLEC Online website.
- 4.3 Each Party shall provide the other Party with access to End User record information, which may include circuit numbers associated with each telephone number if available. Each Party shall provide the other Party such information in accordance with current FCC rules.
- 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, the AT&T CLEC Online website, or other distribution methods.

## 5.0 Ordering

- 5.1 AT&T OKLAHOMA will provide ordering functionality. To order any ICA Services COMCAST PHONE will format a Local Service Request (LSR) to identify the features, services or elements COMCAST PHONE is requesting AT&T OKLAHOMA to provision in accordance with applicable AT&T OKLAHOMA ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on the AT&T CLEC Online website.
- 5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, COMCAST PHONE and AT&T OKLAHOMA will use industry Access Service Request (ASR) guidelines, based upon AT&T OKLAHOMA ordering requirements. AT&T OKLAHOMA's ASR guidelines are located on the AT&T CLEC Online website.
- 5.3 AT&T OKLAHOMA product/service intervals are located on the AT&T CLEC Online website.
- 5.4 AT&T OKLAHOMA shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. COMCAST PHONE shall provide to AT&T OKLAHOMA an FOC per FCC regulations, which may be reflected in the guidelines located on the AT&T CLEC Online website which shall be consistent with FCC rules/orders where applicable, including LSRs for number ports.
- 5.5 When an AT&T OKLAHOMA provided resale or UNE ICA Service is replaced by COMCAST PHONE's facility-based service using any AT&T OKLAHOMA provided ICA Services, COMCAST PHONE shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T OKLAHOMA, and COMCAST PHONE 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 COMCAST PHONE using AT&T OKLAHOMA provided ICA Services is converted to another COMCAST PHONE's service using any AT&T OKLAHOMA provided ICA Services, the requesting COMCAST PHONE shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting COMCAST PHONE End User. These requests will be processed by AT&T OKLAHOMA and the COMCAST PHONE 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 Each Party shall bill the other Party 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 Sheet(s), and/or ATT-21 STATE 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 Intentionally Omitted

## 6.0 Provisioning

- 6.1 AT&T OKLAHOMA will provide to COMCAST PHONE nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, the AT&T CLEC Online website, and application-to-application interfaces.
- 6.2 Both Parties shall provision services during regular working hours. To the extent either Party requests provisioning of service to be performed outside the other Party's regular working hours, or the work so requested requires the provisioning Party's technicians or project managers to work outside of regular working hours, the provisioning Party will assess overtime charges set forth in the Pricing Sheet(s).

- 6.3 In the event AT&T OKLAHOMA must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by COMCAST PHONE (e.g., incomplete address, incorrect contact name/number, etc.), AT&T OKLAHOMA will bill COMCAST PHONE for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T OKLAHOMA will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Sheet(s), and/or applicable tariffs, price list or service guides.
- 6.4 Cancellation Charges:
- 6.4.1 If either Party cancels an order for ICA Services subsequent to the other Party's generation of a service order, any costs incurred by the providing party 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 the AT&T CLEC Online website. In addition, either Party reserves the right to assess cancellation charges if the other Party fails to respond within nine (9) Business Days to a Missed Appointment order notification.
- 6.4.1.1 Notwithstanding the foregoing, if COMCAST PHONE places an LSR based upon AT&T OKLAHOMA's loop makeup information, and such information is inaccurate resulting in the inability of AT&T OKLAHOMA 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 COMCAST PHONE 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 OKLAHOMA cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, COMCAST PHONE may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should COMCAST PHONE 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 either Party, charges from the Pricing Sheet(s) 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 either Party modifies an order after being sent a FOC from the other Party, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Sheet(s) as applicable.
- 7.0 Maintenance/Repair**
- 7.1 AT&T OKLAHOMA will provide COMCAST PHONE 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 OKLAHOMA will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.
- 7.4 COMCAST PHONE shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T OKLAHOMA 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 COMCAST PHONE or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T OKLAHOMA except with the prior written consent of AT&T OKLAHOMA.

- 7.6 COMCAST PHONE will be responsible for testing and isolating troubles on ICA Services. COMCAST PHONE must test and isolate trouble to the AT&T OKLAHOMA network before reporting the trouble to the Maintenance Center. Upon request from AT&T OKLAHOMA at the time of the trouble report, COMCAST PHONE will be required to provide the results of the COMCAST PHONE test isolating the trouble to the AT&T OKLAHOMA network.
- 7.7 For all ICA Services repair requests, COMCAST PHONE shall adhere to AT&T OKLAHOMA's prescreening guidelines prior to referring the trouble to AT&T OKLAHOMA.
- 7.8 COMCAST PHONE will contact the appropriate AT&T OKLAHOMA repair centers in accordance with procedures established by AT&T OKLAHOMA.
- 7.9 For all ICA Services repair requests, AT&T OKLAHOMA reserves the right to contact COMCAST PHONE'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 COMCAST PHONE reports a trouble on a AT&T OKLAHOMA ICA Service and no trouble is found in AT&T OKLAHOMA's network, AT&T OKLAHOMA will charge COMCAST PHONE 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 OKLAHOMA in order to confirm the working status. AT&T OKLAHOMA will assess these charges at the rates set forth in the Pricing Sheet(s).
- 7.11 In the event AT&T OKLAHOMA 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 COMCAST PHONE (e.g., incomplete address, incorrect contact name/number, etc.), AT&T OKLAHOMA will bill COMCAST PHONE for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T OKLAHOMA 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 Sheet(s).
- 7.12 COMCAST PHONE shall pay Time and Material charges when AT&T OKLAHOMA dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T OKLAHOMA or in detariffed CPE provided by AT&T OKLAHOMA, unless covered under a separate maintenance agreement.
- 7.13 COMCAST PHONE 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 COMCAST PHONE issues a trouble report allowing AT&T OKLAHOMA access to End User's premises and AT&T OKLAHOMA personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T OKLAHOMA personnel are dispatched. Subsequently, if AT&T OKLAHOMA 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 OKLAHOMA performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T OKLAHOMA performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T OKLAHOMA performed other than on a normally scheduled workday.
- 7.15.1 If COMCAST PHONE requests or approves an AT&T OKLAHOMA technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, COMCAST PHONE 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 OKLAHOMA will provide to COMCAST PHONE nondiscriminatory access to associated billing information as necessary to allow COMCAST PHONE 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 COMCAST PHONE.

8.1.1.1 COMCAST PHONE agrees to pay the applicable rates set forth in the Pricing Sheet(s)

8.1.1.2 When a COMCAST PHONE elects to receive its monthly billing statements in more than one bill media format paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Sheet(s).

## 9.0 Data Connection Security Requirements

9.1 COMCAST PHONE agrees to comply with AT&T OKLAHOMA 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&T CLEC Online website.

9.2 COMCAST PHONE agrees that interconnection of COMCAST PHONE data facilities with AT&T OKLAHOMA data facilities for access to OSS will be in compliance with AT&T OKLAHOMA's "Competitive Local Exchange Carrier (COMCAST PHONE) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T OKLAHOMA 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 COMCAST PHONE shall immediately notify AT&T OKLAHOMA 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 COMCAST PHONE's or AT&T OKLAHOMA'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 COMCAST PHONE equipment on AT&T OKLAHOMA's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (COMCAST PHONE) 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, COMCAST PHONE or AT&T OKLAHOMA, as appropriate to the ownership of a failed component. As necessary, COMCAST PHONE and AT&T OKLAHOMA 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 COMCAST PHONE or AT&T OKLAHOMA, 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 approved for 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, with notice as described in Section 9.4.3, 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:

- 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 COMCAST PHONE) 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 either Party seeks to recover costs associated with OSS system access and connectivity, that Party 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 either Party'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 Sheet(s).
- 10.3 Single Point of Contact:
  - 10.3.1 COMCAST PHONE will be the single point of contact with AT&T OKLAHOMA for ordering activity for ICA Services used by COMCAST PHONE to provide services to its End Users, except that AT&T OKLAHOMA may accept a request directly from another COMCAST PHONE, or AT&T OKLAHOMA, acting with authorization of the affected End User. Pursuant to a valid request from another carrier, AT&T OKLAHOMA may disconnect any ICA Service being used by COMCAST PHONE 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 OKLAHOMA will notify COMCAST PHONE that such a request has been processed but will not be required to notify COMCAST PHONE in advance of such processing.
- 10.4 Use of Facilities:
  - 10.4.1 When an End User of COMCAST PHONE elects to discontinue service and to transfer service to another LEC, including AT&T OKLAHOMA, AT&T OKLAHOMA shall have the right to reuse the facilities provided to COMCAST PHONE, 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 COMCAST PHONE or has been denied service for nonpayment or otherwise. AT&T OKLAHOMA will notify COMCAST PHONE that such a request has been processed after the disconnect order has been completed.
- 10.5 AT&T OKLAHOMA will provide loss notifications to COMCAST PHONE. This notification alerts COMCAST PHONE 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 the AT&T 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, COMCAST PHONE shall be permitted to access AT&T OKLAHOMA OSS via a Service Bureau Provider as follows:
- 11.1.1 COMCAST PHONE shall be permitted to access AT&T OKLAHOMA application-to-application OSS interfaces, via a Service Bureau Provider where COMCAST PHONE has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T OKLAHOMA to allow Service Bureau Provider to establish access to and use of AT&T OKLAHOMA's OSS.
  - 11.1.2 COMCAST PHONE's use of a Service Bureau Provider shall not relieve COMCAST PHONE of the obligation to abide by all terms and conditions of this Agreement. COMCAST PHONE must ensure that its agent properly performs all OSS obligations of COMCAST PHONE under this Agreement, which COMCAST PHONE delegates to Service Bureau Provider.
  - 11.1.3 It shall be the obligation of COMCAST PHONE 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 OKLAHOMA shall have a reasonable transition time to establish a connection to a Service Bureau Provider once COMCAST PHONE provides Notice. Additionally, AT&T OKLAHOMA shall have a reasonable transition period to terminate any such connection after Notice from COMCAST PHONE that it has terminated its agency relationship with a Service Bureau Provider.
- 11.2 AT&T OKLAHOMA 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 OKLAHOMA's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as COMCAST PHONE's agent for connection to AT&T OKLAHOMA's OSS) which could not be avoided by AT&T OKLAHOMA 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 09 – PERFORMANCE MEASUREMENTS

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## 1.0 General Provisions

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that Comcast Phone is entitled to any particular manner of access, nor is it evidence that AT&T OKLAHOMA is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations and within this Agreement.
- 1.2 AT&T OKLAHOMA's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that Comcast Phone may not use the existence of such Plans as evidence that AT&T OKLAHOMA has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T OKLAHOMA's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T OKLAHOMA's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T OKLAHOMA's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

## 2.0 Region-Specific Provisions

- 2.1 Intentionally omitted.
- 2.2 Intentionally omitted.
- 2.3 Intentionally omitted.
- 2.4 AT&T OKLAHOMA Requirements:
- 2.4.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.

**ATTACHMENT 10SW –  
ABT-BILLING-COLLECTING-REMITTING  
AND  
CLEARINGHOUSE**

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## 1.0 Introduction

1.1 This Attachment sets forth the terms and conditions that apply to those Telecommunications Services for which Charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the Billing, Collecting and Remitting (BCR) of such Charges and for Compensation for the services performed in connection with the BCR of such Charges and for the settlement of Alternately Billed Traffic (ABT) utilizing the Clearinghouse (CH) process. This Attachment is only applicable to AT&T OKLAHOMA.

## 2.0 Definitions

2.1 "Alternately Billed Traffic (ABT)" means the service that allows either Party's End Users to bill LEC-carried calls to accounts that may not be associated with the originating line, and may include all of the following LEC-carried call types for the purpose of this Attachment:

2.1.1 Local and/or intraLATA toll Collect calls

2.1.2 Local and/or intraLATA toll Bill-to-Third Number calls

2.1.3 Local and intraLATA toll Calling Card calls

2.2 Intentionally omitted.

2.3 "Billing, Collecting and Remitting" or "Bill, Collect and Remit" (BCR) means the process and support systems used in AT&T OKLAHOMA for which intrastate/intraLATA local ABT calls are settled among participating LECs and CLECs.

2.4 "Charges" for BCR only, means the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3.0 below, rendered by a LEC to an End User.

2.5 "Clearinghouse" (CH) means the process and support system used in AT&T OKLAHOMA for which intrastate/intraLATA toll ABT calls are settled among participating LECs and CLECs.

2.6 "Clearinghouse Record" or "CH Record" means the call detail attributed to a single completed toll message.

2.7 "Compensation" means the amount to be paid by one Party to the other Party for BCR of Charges.

2.8 "Local Exchange Carrier (LEC)" as used in this Attachment, means those Local Exchange Carriers or Competitive Local Exchange Carriers that participate in the BCR process contained herein.

2.9 "Local Message" means those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.

2.10 "Revenues" means the sum of all or part of the Charges.

## 3.0 BCR General Provisions

3.1 This Attachment shall apply to AT&T OKLAHOMA procedures for the BCR of revenues (and Compensation to either Party for BCR of such revenues) derived from the following services:

3.1.1 LEC-carried local messages of the following types:

3.1.1.1 Local Message service Charges billed to a calling card or to a third number.

3.1.1.2 Directory Assistance calls charged to a calling card or to a third number.

3.1.1.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).

3.1.1.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

## 4.0 BCR Responsibilities of the Parties

4.1 COMCAST PHONE agrees to BCR to AT&T OKLAHOMA the Charges for the services described in Section 3.1.1 above which Charges are earned by any LEC (including AT&T OKLAHOMA) but which are to be billed to End Users of COMCAST PHONE by COMCAST PHONE.

4.2 In those cases in which the Charges for the services, listed in Section 3.1.1 above, are due any LEC other than AT&T OKLAHOMA, AT&T OKLAHOMA will arrange to transfer these Charges to the appropriate LEC in accordance with accepted industry standards.



- 4.3 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by COMCAST PHONE for AT&T OKLAHOMA's benefit, shall be remitted by COMCAST PHONE to AT&T OKLAHOMA within thirty (30) calendar days of the date of AT&T OKLAHOMA's bill to COMCAST PHONE for such services.
- 4.4 AT&T OKLAHOMA agrees to bill and collect (or when another LEC agrees to bill and collect), and to remit to COMCAST PHONE, the Charges for the services described in Section 3.1.1 above, which Charges are earned by COMCAST PHONE, but which are to be billed by another LEC (including AT&T OKLAHOMA to the End Users of that LEC).
- 4.5 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by AT&T OKLAHOMA or another LEC for COMCAST PHONE's benefit, shall be remitted by AT&T OKLAHOMA to COMCAST PHONE within thirty (30) calendar days of the date of COMCAST PHONE's bill to AT&T OKLAHOMA for such services.
- 4.6 The full amount of the Charges transmitted to either Party for BCR shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the Compensation due the Party for performing the End User billing function, as described in Section 5.0 below. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.1.1 above. Notwithstanding this paragraph, AT&T OKLAHOMA may net amounts due to COMCAST PHONE under this Attachment against amounts owed to AT&T OKLAHOMA when AT&T OKLAHOMA renders a bill to COMCAST PHONE hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.
- 4.8 AT&T OKLAHOMA assumes no responsibility with regard to the accuracy of the data supplied by COMCAST PHONE when this data is accessed and used by a Third Party.

## **5.0 BCR Product Specific Service Delivery Provisions**

- 5.1 A Party performing the services described in Section 3.1.1 above will compensate the other Party for each charge billed at the rates set forth in the Pricing Schedule. Such Compensation shall be paid (unless a Party has collected such Compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such Compensation by the Party performing (or which has another LEC perform for it), the BCR functions described in Section 4.0 above.

## **6.0 CH General Provisions**

- 6.1 ABT does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 6.2 The settlement of ABT revenues, owed by and among participating LECs, via CH in another AT&T-Owned ILEC region is technically infeasible.
- 6.3 The only toll call messages that qualify for submission to AT&T OKLAHOMA for CH processing are:
- 6.3.1 intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC Exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to an End User located in a second LEC's or CLEC Exchange within the same state; or
- 6.3.2 intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one (1) of AT&T OKLAHOMA's local exchange operating areas, exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to an End User located in a second LEC's or CLEC Exchange and not in the originating State.
- 6.4 COMCAST PHONE agrees to pay AT&T OKLAHOMA a processing charge in consideration of AT&T OKLAHOMA's performance of CH services. This charge is located in the Pricing Schedule.
- 6.5 COMCAST PHONE agrees to pay a per message charge to the LEC responsible for billing the message, including AT&T OKLAHOMA when AT&T OKLAHOMA bills the message. This charge is located in the Pricing Schedule.
- 6.6 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to 6.3 above. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two (2) years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## **7.0 CH Responsibilities of the Parties**

- 7.1 COMCAST PHONE agrees that it will provide AT&T OKLAHOMA billing records for CH processing that are in industry standard format acceptable to AT&T OKLAHOMA. The records shall at minimum display the telephone number of the End User to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory billing requirements. CH Records will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC Exchange but are to be billed to an End User in a second LEC's or CLEC Exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes.
- 7.2 COMCAST PHONE agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to CH. COMCAST PHONE will retain its originating records for ninety (90) calendar days such that the category ninety-two (92) Records can be retransmitted to AT&T OKLAHOMA for CH processing, if needed.
- 7.3 AT&T OKLAHOMA will provide and maintain such systems it believes are required to furnish the CH service described herein. AT&T OKLAHOMA, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 7.4 COMCAST PHONE will timely furnish to AT&T OKLAHOMA all CH Records required to provide the CH service.
- 7.5 Presently, in operating the CH, AT&T OKLAHOMA relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any sub-processes are required to settle CH messages due to the use of ported numbers, such sub-processing will be the responsibility of the porting entity.

## **8.0 CH Product Specific Service Delivery Provisions**

- 8.1 AT&T OKLAHOMA will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the:
- 8.1.1 amounts owed by COMCAST PHONE for billing messages originated by others;
  - 8.1.2 amounts due to COMCAST PHONE for COMCAST PHONE originated messages billed by others;
  - 8.1.3 applicable billing charges; and
  - 8.1.4 processing charges.

## **9.0 Limitation of Liability**

- 9.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 9.2 AT&T OKLAHOMA assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. COMCAST PHONE agrees that AT&T OKLAHOMA will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T OKLAHOMA may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.3 AT&T OKLAHOMA will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T OKLAHOMA. Any losses or damage for which AT&T OKLAHOMA is held liable under this Attachment for CH will in no event exceed the amount of processing charges incurred by COMCAST PHONE for the services provided hereunder during the period beginning at the time AT&T OKLAHOMA receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.
- 9.4 COMCAST PHONE agrees to indemnify and hold AT&T OKLAHOMA harmless against and with respect to any and all Third Party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T OKLAHOMA's performance pursuant to this Attachment.

# PRICING SCHEDULE

## 1.0 Pricing Schedule

- 1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 Replacement of Non-Interim Rates
- 1.2.1 If any Non-Interim Rate is changed as the result of an order by the appropriate Commission, the Parties agree to follow the Intervening Law process outlined in the Intervening Law Section of the General Terms and Conditions. Such rate change shall be retroactive to the date of the Commission order, or other Commission guidance upon execution of the rate change amendment. Should Comcast Phone fail to execute the rate change amendment within the Commission prescribed interval, outlined as their intervening law compliance period, then AT&T OKLAHOMA may at its sole discretion invoke the rate change upon the termination of the intervening law compliance period.
- 1.3 Replacement of Interim Rates
- 1.3.1 The Parties agree there are no interim rates currently in effect in Oklahoma. If any Interim Rate is established as the result of an order by the appropriate Commission, the Parties agree to follow the Intervening Law process outlined in the Intervening Law Section of the General Terms and Conditions. Comcast Phone acknowledges that once the rate becomes permanent AT&T OKLAHOMA has the right to implement the rate change in accordance with the Commission order.
- 1.4 Notice to Adopting CLECs
- 1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.5 Billing for Products and Services Without Language and/or Rates Within the Agreement
- 1.5.1 AT&T OKLAHOMA's obligation, under this Agreement, per the GT&Cs is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. In the event that Comcast Phone orders, and AT&T OKLAHOMA provisions, a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T OKLAHOMA will charge its rate that's currently in its guidebooks or tariffs. If no rate is available in its guidebooks or tariffs AT&T OKLAHOMA will offer its market based rate or the service will be disconnected.
- 1.5.2 AT&T OKLAHOMA's provisioning of orders for such Interconnection Services is expressly subject to Section 1.5.1 above, and in no way constitutes a waiver of AT&T OKLAHOMA's right to charge and collect payment for such products and/or services.
- 1.6 Tariff Rates
- 1.6.1 Where the rate for an AT&T OKLAHOMA Interconnection Service is identified as a tariff or guidebook rate, then the rates, terms and conditions will be governed by the applicable tariff or guidebook. The issuance of a Commission Order approving such rate changes, or the posting of new rates in a guidebook, shall be the only notice required to effectuate the rate changes. Provided however, should an AT&T OKLAHOMA Interconnection Service governed by an applicable tariff or guidebook be withdrawn or invalidated in any way during the term of this Agreement, the last rates, terms and conditions in effect at the time of such withdrawal or invalidation shall continue to apply until the AT&T OKLAHOMA Interconnection Service is disconnected or migrated to another service offering.

## 1.7 Resale Discounts

1.7.1 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.

## 1.8 Recurring Charges

1.8.1 Unless otherwise identified in the Pricing Sheet, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.8.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T OKLAHOMA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T OKLAHOMA will round up to the next whole mile before determining the mileage and applying rates.

## 1.9 Non-Recurring Charges:

1.9.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

1.9.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.9.3 When either Party requests a simple port of an End User currently receiving service from the other Party, no charges will apply.

1.9.4 When Comcast Phone converts (e.g special access to UNE) an End User currently receiving non-complex service from AT&T OKLAHOMA without any facilities rearrangements to AT&T OKLAHOMA's network, the normal service order charges and/or nonrecurring charges associated with said additions and /or changes will apply.

1.9.5 Comcast Phone shall pay the applicable service order processing/administration charge for each service order submitted by Comcast Phone to AT&T OKLAHOMA to process a request for installation, disconnection, rearrangement, change, or record order.

1.9.6 In some cases, Commissions have ordered AT&T OKLAHOMA to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T OKLAHOMA, regardless of whether or not a disconnect order is issued by Comcast Phone.

1.9.7 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.

1.9.8 Loop Zone charges are defined in the Price Sheet contained herein.

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                               |
|------------|-------|--|---|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--|
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual New - Simple   |                        | NRBUQ |      | NA                             | \$47.95                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual Change - Simple  |                        | NRBUO |      | NA                             | \$46.22                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual Record - Simple  |                        | NRBUU |      | NA                             | \$28.64                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual Disconnect - Simple  |                        | NRBUW |      | NA                             | \$23.98                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual Expedited - Simple   |                        | NRMV1 |      | NA                             | \$46.22                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual Customer Not Ready - Simple  |                        | NRMV5 |      | NA                             | \$46.22                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Manual Due Date Change or Cancellation - Simple   |                        | NRMV3 |      | NA                             | \$46.22                          | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic New - Simple   |                        | NR9W2 |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic Change - Simple  |                        | NR9GG |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic Record - Simple  |                        | NR9GU |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic Disconnect - Simple  |                        | NR9GZ |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic Expedited - Simple   |                        | NRMV7 |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic Customer Not Ready - Simple  |                        | NRMV9 |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Electronic Due Date Change or Cancellation - Simple   |                        | NRMV8 |      | NA                             | \$3.33                           | NA                                    |  |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | PIC Change Charge   |                        | NRBL9 |      | NA                             | \$5.00                           | NA                                    |  |
| 6          | OK    | DIRECTORY LISTING PRODUCT                              | White Page Directory Listings   |                        |       |      | \$0.00                         | \$0.00                           | \$0.00                                | initial listing is no charge           |
| 6          | OK    | DIRECTORY LISTING PRODUCT                              | Non Published/Non List Directory Listings   |                        |       |      |                                | NA                               | NA                                    | See Tariffs and / or Service Guidebook |
| 5          | OK    | EMERGENCY NUMBER SERVICES                              | For each DS0 E911 Trunk Terminated  |                        |       |      | \$33.22                        | \$110.00                         | \$110.00                              | each                                   |
| 10         | OK    | ALTERNATELY BILLED TRAFFIC                             | BCR - Per interstate local message  |                        |       |      | \$0.05                         | NA                               | NA                                    | per message                            |
| 10         | OK    | ALTERNATELY BILLED TRAFFIC                             | BCR - Per local message   |                        |       |      | \$0.08                         | NA                               | NA                                    | per message                            |
| 10         | OK    | ALTERNATELY BILLED TRAFFIC                             | CH processing charge for service - per originated CH record   |                        |       |      | \$0.02                         | NA                               | NA                                    | per record                             |
| 10         | OK    | ALTERNATELY BILLED TRAFFIC                             | CH billing message - per message  |                        |       |      | \$0.05                         | NA                               | NA                                    | per message                            |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Maintenance of Services & Non-Productive Dispatch charges - Basic Time - per half hour                      |                        | MVV   |      | NA                             | \$49.48                          | \$23.78                               | per half hour                          |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Maintenance of Services & Non-Productive Dispatch charges - Overtime - per half hour                        |                        | MVV   |      | NA                             | \$62.10                          | \$30.10                               | per half hour                          |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)                       | Maintenance of Services & Non-Productive Dispatch charges - Premium Time - per half hour                    |                        | MVV   |      | NA                             | \$74.73                          | \$36.40                               | per half hour                          |
| 2MR-AT     | OK    | 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) |                        | ZZUR2 |      | \$0.0007                       | NA                               | NA                                    | MOU                                    |
| 2MR-AT     | OK    | 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)         |                        | ZZUR2 |      | \$0.00                         | NA                               | NA                                    | MOU                                    |
| 2MR-AT     | OK    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Optional EAS Transport and Termination per MOU  |                        |       |      | NA                             | NA                               | NA                                    | MOU                                    |
| 2MR-AT     | OK    | Transit Traffic Service                                | Transit Rate (Zone 1 - Rural)   |                        | ZZUTN | 1    | \$0.001770                     | NA                               | NA                                    | per minute of use                      |
| 2MR-AT     | OK    | Transit Traffic Service                                | Transit Rate (Zone 2 - Suburban)  |                        | ZZUTN | 2    | \$0.001485                     | NA                               | NA                                    | per minute of use                      |
| 2MR-AT     | OK    | Transit Traffic Service                                | Transit Rate (Zone 3 - Metro)   |                        | ZZUTN | 3    | \$0.001356                     | NA                               | NA                                    | per minute of use                      |

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 |
|------------|-------|---|---|------------------------|---------|------|--------------------------------|----------------------------------|---------------------------------------|----------|
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)  | Electronic Billing Information Data (daily usage) per message           |                        |         |      | \$0.003                        | NA                               | NA                                    |          |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)  | Simple conversion charge per billable number                            |                        |         |      | NA                             | \$13.69                          | NA                                    |          |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)  | Electronic conversion orders per billable number                        |                        |         |      | NA                             | \$3.33                           | NA                                    |          |
| 7          | OK    | OPERATIONS SUPPORT SYSTEMS (OSS)  | Complex conversion orders per billable number                           |                        |         |      | NA                             | \$69.51                          | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION                              | DS1 Entrance Facilities Zone 1 (Rural)                                  | UZ1                    | UENHX   | 1    | \$ 119.19                      | \$ 285.81                        | \$ 112.75                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION                              | DS1 Entrance Facilities Zone 2 (Suburban)                               | UZ1                    | UENHX   | 2    | \$ 101.29                      | \$ 285.81                        | \$ 112.75                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION                              | DS1 Entrance Facilities Zone 3 (Urban)                                  | UZ1                    | UENHX   | 3    | \$ 94.82                       | \$ 285.81                        | \$ 112.75                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION                              | DS3 Entrance Facilities Zone 1 (Rural)                                  | UZ3                    | UENJX   | 1    | \$ 1,296.54                    | \$ 366.40                        | \$ 162.77                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION                              | DS3 Entrance Facilities Zone 2 (Suburban)                               | UZ3                    | UENJX   | 2    | \$ 1,283.34                    | \$ 366.40                        | \$ 162.77                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITIES USED FOR LOCAL INTERCONNECTION                              | DS3 Entrance Facilities Zone 3 (Urban)                                  | UZ3                    | UENJX   | 3    | \$ 1,275.67                    | \$ 366.40                        | \$ 162.77                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, First Mile - Zone 1 (Rural)              | UZ1                    | (ULNHS) | 1    | \$ 148.99                      | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, First Mile - Zone 2 (Suburban)           | UZ1                    | (ULNHS) | 2    | \$ 92.19                       | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, First Mile - Zone 3 (Urban)              | UZ1                    | (ULNHS) | 3    | \$ 78.09                       | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, First Mile - Interzone                   | UZ1                    | (ULNHS) | 1    | \$ 140.40                      | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, Each Additional Mile - Zone 1 (Rural)    | UZ1                    | (ULNHS) | 1    | \$ 7.68                        | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, Each Additional Mile - Zone 2 (Suburban) | UZ1                    | (ULNHS) | 2    | \$ 14.17                       | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, Each Additional Mile - Zone 3 (Urban)    | UZ1                    | (ULNHS) | 3    | \$ 2.24                        | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS1 Entrance Facility Mileage, Each Additional Mile - Interzone         | UZ1                    | (ULNHS) | 1    | \$ 2.99                        | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, First Mile - Zone 1 (Rural)              | UZ3                    | (ULNJS) | 1    | \$ 2,007.79                    | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, First Mile - Zone 2 (Suburban)           | UZ3                    | (ULNJS) | 2    | \$ 1,223.73                    | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, First Mile - Zone 3 (Urban)              | UZ3                    | (ULNJS) | 3    | \$ 822.78                      | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, First Mile - Interzone                   | UZ3                    | (ULNJS) | 1    | \$ 1,696.31                    | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, Each Additional Mile - Zone 1 (Rural)    | UZ3                    | (ULNJS) | 1    | \$ 160.14                      | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, Each Additional Mile - Zone 2 (Suburban) | UZ3                    | (ULNJS) | 2    | \$ 274.35                      | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, Each Additional Mile - Zone 3 (Urban)    | UZ3                    | (ULNJS) | 3    | \$ 58.67                       | NA                               | NA                                    |          |
| 2MR-AT     | OK    | ENTRANCE FACILITY MILEAGE USED FOR LOCAL INTERCONNECTION                        | DS3 Entrance Facility Mileage, Each Additional Mile - Interzone         | UZ3                    | (ULNJS) | 1    | \$ 58.13                       | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, First Mile - Zone 1 (Rural)                  | UZ1                    | ULNHS   | 1    | \$ 148.99                      | \$ 301.93                        | \$ 179.82                             |          |

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     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)           | UZ1                    | ULNHS | 2    | \$ 92.19                       | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, First Mile - Zone 3 (Urban)              | UZ1                    | ULNHS | 3    | \$ 78.09                       | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, First Mile - Interzone                   | UZ1                    | ULNHS | 1    | \$ 140.40                      | \$ 301.93                        | \$ 179.82                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)    | UZ1                    | ULNHS | 1    | \$ 7.68                        | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) | UZ1                    | ULNHS | 2    | \$ 14.17                       | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)    | UZ1                    | ULNHS | 3    | \$ 2.24                        | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS1 Interoffice Transport, Each Additional Mile - Interzone         | UZ1                    | ULNHS | 1    | \$ 2.99                        | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, First Mile - Zone 1 (Rural)              | UZ3                    | ULNJS | 1    | \$ 2,007.79                    | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)           | UZ3                    | ULNJS | 2    | \$ 1,223.73                    | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, First Mile - Zone 3 (Urban)              | UZ3                    | ULNJS | 3    | \$ 822.78                      | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, First Mile - Interzone                   | UZ3                    | ULNJS | 1    | \$ 1,696.31                    | \$ 336.40                        | \$ 218.88                             |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)    | UZ3                    | ULNJS | 1    | \$ 160.14                      | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) | UZ3                    | ULNJS | 2    | \$ 274.35                      | NA                               | NA                                    |          |
| 2MR-AT     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)    | UZ3                    | ULNJS | 3    | \$ 58.67                       | NA                               | NA                                    |          |



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     | OK    | INTEROFFICE MILEAGE TO ESTABLISH LOCAL INTERCONNECTION AT NON-WIRECENTER OFFICE | DS3 Interoffice Transport, Each Additional Mile - Interzone | UZ3                    | ULNJS | I    | \$ 58.13                       | NA                               | NA                                    |          |
| 2MR-AT     | OK    | MULTIPLEXING  | DS3 to DS1  | UZ3                    | UM4AX |      | \$ 632.51                      | \$ 895.90                        | \$ 522.41                             |          |