

**ADOPTION OF INTERCONNECTION AGREEMENT
UNDER SECTION 252(i)
OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Agreement ("MFN Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T Oklahoma"), and BTC Broadband Inc. ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, BTC Broadband Inc. ("CLEC") has requested to adopt the Interconnection Agreement by and between AT&T Oklahoma and the separate CLEC designated in Section 2.4 below for the State of Oklahoma, which was previously approved by the Oklahoma Corporation Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Oklahoma hereby agree as follows:

1. Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the Separate Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

2. Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is filed with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on the original expiration date of the underlying Separate Agreement.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Robert Rozell, Chief Financial Officer/COO
STREET ADDRESS	6 E Breckenridge
ROOM OR SUITE	
CITY, STATE, ZIP CODE	Bixby, Oklahoma 74008
E-MAIL ADDRESS	brozell@olp.net
TELEPHONE NUMBER	918-366-8000
FACSIMILE NUMBER	918-366-6263

2.4 CLEC hereby designates the Separate Agreement it is adopting by way of this Short Form for purposes of this MFN Agreement by placing an "X" next to its chosen Separate Agreement immediately below:

Birch Telecom of Oklahoma, Inc./lonex Communications, Inc. (PUD 200600196)

Cox Oklahoma Telcom, L.L.C. (PUD 200600197)

Logix Communications, LP (PUD 200600193)

nii communications, Ltd. (PUD 200600194)

NuVox Communications of Oklahoma, Inc. (PUD 200600191)

Xspedius Communications, LLC (PUD 200600195)

2.5 Intercarrier Compensation Options¹

2.5.1 For purposes of its MFN Agreement, CLEC elects the Intercarrier Compensation Option Choice designated with an "X" immediately below.:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

3. Clarifications

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

3.2 It is AT&T Oklahoma's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

¹ Please note that in the event that CLEC has an existing 13-State Superseding Reciprocal Compensation Amendment in place with the AT&T ILECs, it shall file such Amendment, along with the Short Form, with the Commission to ensure that this successor MFN Agreement on file with the Commission is complete.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this
19th day of October, 2006.

BTC Broadband Inc.

Signature:



Print Name: Robert Rozell

Title: Chief Financial Officer/COO

Date: October 9, 2006

Facilities: OCN/AECN# 669B

Resale: OCN/AECN# 4826

Southwestern Bell Telephone, L.P. d/b/a AT&T
Oklahoma By AT&T Operations, Inc., Its
authorized agent

Signature:



Print Name:

Rebecca L. Sparks

Title: Executive Director-Regulatory *for*

Date: OCT 18 2006

INTERCONNECTION AGREEMENT- OKLAHOMA

between

**Southwestern Bell Telephone, L.P. d/b/a
AT&T Oklahoma**

and

Cox Oklahoma Telcom, L.L.C.

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ATTACHMENTS

Definitions

Resale

Attachment 1: Resale

- Appendix Services/Pricing
- Appendix Customized Routing-Resale
- Appendix DA-Resale
- Appendix OS-Resale
- Appendix White Pages (WP)-Resale

Attachment 2: Ordering and Provisioning-Resale

Attachment 3: Maintenance-Resale

Attachment 4: Connectivity Billing-Resale

Attachment 5: Provision of End User Usage Data-Resale

Unbundled Network Elements

Attachment 6: Unbundled Network Elements (UNE)

- Appendix Pricing-UNE
- Pricing Schedule

Attachment 7: Ordering and Provisioning-Unbundled Network Elements

Attachment 8: Maintenance- Unbundled Network Elements

Attachment 9: Intentionally Left Blank

Attachment 10: Intentionally Left Blank

Network Interconnection Architecture and Compensation

Attachment 11: Network Interconnection Architecture

- Appendix Interconnection Trunking Requirement (ITR)
- Appendix Network Interconnection Methods (NIM)

Attachment 12: Intercarrier Compensation

Ancillary Functions

Attachment 13: Ancillary Functions

- Appendix Collocation
- Appendix Poles, Conduit, ROW

Other Requirements

Attachment 14: Permanent Number Portability

Attachment 15: E911

Attachment 16: Network Security and Law Enforcement

Attachment 17: Performance Remedy Plan

- Appendix Performance Measurements Business Rules

Attachment 18: Directory Assistance Listing Information

Attachment 19: White Pages-Other (WP-O)

Attachment 20: Clearinghouse (CH)

Attachment 21: Numbering
Attachment 22: DA-Facilities Based
Attachment 23: OS-Facilities Based
Attachment 24: Recording-Facilities Based
Attachment 25: xDSL

Appendix YZP
Appendix RABT – YZP
Appendix YZP RABT MMP

Attachment 26: Intentionally Left Blank
Attachment 27: Access to Operations Support Systems
Attachment 28: Out of Exchange Traffic

INTERCONNECTION AGREEMENT - OKLAHOMA

This Interconnection Agreement - Oklahoma (Agreement) is between Cox Oklahoma Telcom, L.L.C. ("CLEC"), a Delaware corporation, having its principal office at 1400 Lake Hearn Drive, Atlanta, GA 30319 and Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T OKLAHOMA"), a Texas Limited Partnership, having its principal office at 175 E. Houston Street, San Antonio, Texas 78205, (collectively the Parties).

WHEREAS, pursuant to the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of AT&T OKLAHOMA services and for the provision by AT&T OKLAHOMA of Interconnection, Unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business end users;

WHEREAS, the Parties want to Interconnect their networks pursuant to Attachment 11 and associated appendices to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business end users over their respective Telephone Exchange Service facilities 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, CLEC wishes to enter an agreement containing those terms and conditions.

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

1. INTRODUCTION

- 1.1 This Agreement sets forth the terms, conditions and prices under which AT&T OKLAHOMA agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Unbundled CLEC's network to AT&T OKLAHOMA's network and Intercarrier Compensation for intercarrier telecommunications traffic exchanged between CLEC and AT&T OKLAHOMA.
- 1.2 Subject to the provisions of Attachment 6: Unbundled Network Elements (UNE) and upon CLEC request, AT&T OKLAHOMA shall meet its UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of the relevant state Commission and any other Applicable Law.
- 1.3 In the event that AT&T OKLAHOMA denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, AT&T OKLAHOMA shall provide written notice to CLEC of such denial and the basis. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T OKLAHOMA shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, Verizon Comm. Inc. and the Agreement, including Section 2.12 of Attachment 6: Unbundled Network Elements. In any dispute resolution proceeding, CLEC shall have the burden to prove that such combination request meets UNE combining obligations as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467(May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.
- 1.4 AT&T OKLAHOMA may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

- 1.5 This Agreement includes and incorporates herein the Attachments listed immediately following the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 AT&T OKLAHOMA's obligations under this agreement shall only apply to the specific operating area(s) or portion thereof in which AT&T OKLAHOMA is then deemed to be the ILEC; under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory, except as specifically addressed in the Attachment 6: Unbundled Network Elements.
- 1.7 This Agreement sets forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T OKLAHOMA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T OKLAHOMA's incumbent local exchange areas. AT&T OKLAHOMA has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T OKLAHOMA's incumbent local exchange areas. In addition, AT&T OKLAHOMA is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T OKLAHOMA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within AT&T OKLAHOMA's incumbent local exchange area(s) in Oklahoma when this Agreement has been approved by the Commission and is in effect.
- 1.8 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 1.7, above, and require only the provision of UNEs, regardless of whether the term is used as part of the reference to unbundled network elements.

1.9 Successor Rates

- 1.9.1 Certain of the rates, prices and charges set forth in the pricing appendix have been established by the Oklahoma Corporation Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within ninety (90) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 13.
- 1.10 AT&T OKLAHOMA shall give CLEC 45 days' written notice of any change or discontinuance of policy, process, procedure or method offered by AT&T, unless the implementation of such change or discontinuance of such policy, process, procedure or method is beyond the control of SBC Oklahoma. CLEC shall not have veto power over changes proposed by AT&T.

2. GENERAL RESPONSIBILITIES OF THE PARTIES

- 2.1 Each Party is solely responsible for all products and services it provides to its end users and to other Telecommunications Carriers.
- 2.2 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their end user records in a LIDB.
- 2.3 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

For CLECs that are reselling AT&T OKLAHOMA Resale Services and/or purchasing UNE-P under this Agreement, the minimum insurance coverage and limits are as follows:

Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

For CLECs that are Interconnecting or purchasing any Unbundled Network Elements (other than UNE-P), products or services under this Agreement, the minimum insurance coverage and limits are as follows:

- 2.3.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 2.3.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 2.3.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property Damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 2.3.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 2.3 through 2.3.3 of this Agreement.
- 2.3.5 The Parties agree that companies affording the insurance coverage required under Section 2.3 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 2.3.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 2.3.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 2.3.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by the State of Oklahoma covered by this Agreement or the employee's state of hire; and
 - 2.3.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

2.3.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

2.3.8 This Section 2.3 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.

2.4 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide AT&T OKLAHOMA with a copy.

2.5 When an end user changes its service provider from AT&T OKLAHOMA to CLEC or from CLEC to AT&T OKLAHOMA and does not retain its former telephone number, AT&T will make available to the CLEC the ability to order and provision a Referral Announcement on the original telephone number to announce the new telephone number. The Party formerly providing service shall be responsible for furnishing the Referral Announcement Service pursuant to regulatory requirements provided such Announcement is requested for the original telephone number.

2.6 Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees threatens to materially delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

2.7 This Agreement contains comprehensive OSS terms and conditions. CLEC represents, warrants and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to UNEs, resold services or other services covered by this Agreement, and for which this Agreement contains explicit rates, terms, and conditions.

2.8 The Parties acknowledge and agree that the CLEC will not order products and services not included within this agreement. The Parties acknowledge and agree that AT&T will bill the CLEC for products and services included within this Agreement in accordance with the prices included within this Agreement for the products and services. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties will agree upon a rate or charge to include in this Agreement for billing of said products and services. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

2.9 Intentionally Left Blank.

2.10 AT&T OKLAHOMA will make available any individual interconnection, service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.

3. ASSURANCE OF PAYMENT

3.1 Upon request by AT&T OKLAHOMA, CLEC will provide AT&T OKLAHOMA with adequate assurance of payment of amounts due (or to become due) to AT&T OKLAHOMA.

3.2 Assurance of payment may be requested by AT&T OKLAHOMA if:

3.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made a least twelve (12) consecutive months of timely payments to AT&T OKLAHOMA for charges incurred as a CLEC; or

- 3.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T OKLAHOMA (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 13.4); or
- 3.2.3 when AT&T OKLAHOMA sends CLEC the second delinquency notification during the most recent twelve (12) months; or
- 3.2.4 when AT&T OKLAHOMA suspends CLEC's ability to process orders in accordance with Section 14.4.1; or
- 3.2.5 when CLEC files for protection under the bankruptcy laws; or when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
- 3.2.6 when this Agreement expires or terminates.

3.3 The Cash Deposit or Letter of Credit must be in an amount equal to two (2) 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, Resale Services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T OKLAHOMA under this Agreement.

3.4 To the extent that a CLEC elects to make 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.

- 3.4.1 For the purposes of this Section, interest will be calculated as specified in Section 9.2.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 3.4.2 So long as CLEC maintains timely compliance with its payment obligations, AT&T OKLAHOMA will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, AT&T OKLAHOMA reserves the right to require additional deposit(s) in accordance with this Section 3.

3.5 If during the first six (6) months of operations, CLEC has been sent one delinquency notification letter by AT&T OKLAHOMA, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

- 3.5.1 for AT&T OKLAHOMA for a two (2) month period exceeds the deposit amount held; or
- 3.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters by AT&T OKLAHOMA, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
 - 3.6.1 for AT&T OKLAHOMA for a two (2) month period exceeds the deposit amount held; or

3.7 Whenever a deposit is re-evaluated as specified in Section 3.5 or Section 3.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two (2) month period. The most recent three (3) months billing on all of CLEC's CBAs and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.

- 3.7.1 After calculating the amount equal to the average billing to CLEC for a two (2) month period in Oklahoma, AT&T OKLAHOMA shall add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to AT&T OKLAHOMA in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

3.8 If AT&T OKLAHOMA draws on the Letter of Credit or Cash Deposit, upon request by AT&T OKLAHOMA, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 3.3.

3.9 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, then AT&T OKLAHOMA shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T OKLAHOMA with the assurance of payment requested; provided, however, that AT&T OKLAHOMA will permit CLEC a minimum of twelve (12) Business Days to respond to a request for assurance of payment before invoking this Section.

3.9.1 Any cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to AT&T OKLAHOMA, or a surety bond underwritten by a company approved by the Oklahoma Insurance Department to underwrite such surety bonds. No interest shall be paid by AT&T OKLAHOMA for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit or surety bond. AT&T OKLAHOMA may demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit or surety bond upon the occurrence of any of the events listed in Section 3.2.3 through 3.2.6.

3.10 The fact that AT&T OKLAHOMA holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

4.1 The Effective Date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then 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; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

4.2 The Agreement shall have a term ("Term") of three (3) years and 90 days commencing on the Effective Date. Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term ("Notice of Expiration"), this Agreement shall remain in full force and effect, on a month to month basis, on and after the expiration of the Term until terminated by either Party.

4.2.1 If either Party serves Notice of Expiration pursuant to Section 4.2, CLEC shall have twenty (20) calendar days to provide AT&T OKLAHOMA written confirmation if CLEC wishes to pursue a successor agreement with AT&T OKLAHOMA or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T OKLAHOMA, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T OKLAHOMA under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

4.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T OKLAHOMA in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T OKLAHOMA's Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 50 of this Agreement, including but not limited to the obligations described in Section 4.11 below.

4.3 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 50 below.

- 4.4 If either Party desires to negotiate a successor agreement to this Agreement, such Party must provide the other Party with a written request to negotiate such successor agreement (Request to Negotiate / Notice of Expiration or "Request/Notice") not earlier than 365 calendar days prior to the expiration and not later than 180 calendar days prior to the expiration of this Agreement.
- 4.5 If a Request/Notice is not received pursuant to Section 4.4 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to- month basis until terminated pursuant to this Section or Section 4.8 or 4.10. During any month-to-month extension of this Agreement, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T OKLAHOMA received CLEC's Section 252(a)(1) Request to Negotiate.
- 4.6 If CLEC submits a Request under Sections 251/252(i) of the Act for a successor agreement or AT&T OKLAHOMA submits a Notice, the Request/Notice does not activate the negotiation timeframe set forth in this Agreement, If CLEC's Request is pursuant to Section 252(a)(1), CLEC will delineate the items desired to be negotiated. Not later than 45 days from receipt of said Request/Notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If CLEC's Request is made pursuant to Section 252(i), the Agreement selected for adoption will be prepared for execution by the Parties.
- 4.7 If at any time during the Section 252(a)(1) negotiation process (whether prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal either a request to adopt a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with AT&T OKLAHOMA for the state of Oklahoma. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the effective date of the successor agreement being adopted under Section 252(i) as set forth above.
- 4.8 If the CLEC fails to timely respond to AT&T OKLAHOMA's Section 4.2 Notice, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of one hundred twenty (120) calendar days after the date CLEC provided its Request or received AT&T OKLAHOMA's Notice. If the Term of this Agreement has expired, on the one hundred twenty-first (121st) day following CLEC's Request or receipt of AT&T OKLAHOMA's Notice, the Parties shall have no further obligations under this Agreement except those set forth in Section 4.11 of this Agreement.
- 4.9 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, and the other Party fails to cure such nonperformance or breach within forty-five (45) business days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) business days after written notice thereof.
 - 4.9.1 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 4.10 If pursuant to Section 4.2 this Agreement continues in full force and effect on a month-to-month basis after the expiration of the Term, either Party may terminate this Agreement by delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.4, and 4.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section other than its obligations under Sections 4.4 and 4.5.

4.11 Upon termination or expiration of this Agreement:

4.11.1 Each Party shall continue to comply with its obligations set forth in Section 50 Survival of Obligations; and

4.11.2 Each Party shall promptly pay all amounts including any late payment charges owed under this Agreement.

4.12 In the event of expiration or termination of this Agreement other than pursuant herein, AT&T OKLAHOMA and CLEC shall cooperate in good faith to effect an orderly and timely transition of service provided under this Agreement to CLEC or to another vendor but in any event not later than the 120th day after the expiration or termination of this Agreement. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, and continues to pay AT&T OKLAHOMA for the charges incurred during the transition of service, AT&T OKLAHOMA shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. In the event CLEC withdraws from providing local service, it shall not prevent (from an operational or administrative standpoint) its end users from being transitioned to a new LEC. AT&T OKLAHOMA and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T OKLAHOMA in connection with this transition of service.

4.13 Should CLEC opt to incorporate any provision for interconnection, service, or Unbundled Network Element from another Commission-approved interconnection agreement into this Agreement pursuant to Section 252(i) of the Act and 47 C.F.R. § 51.809, such incorporated provision shall expire on the date it would have expired under the interconnection agreement from which it was taken. Should CLEC opt to incorporate any provision for interconnection, service or Unbundled Network Element from this Agreement into another Commission-approved interconnection agreement pursuant to Section 252(i) of the Act, the provision from this Agreement shall expire on the date specified in Section 4.2 above and shall not control the expiration date of any other provisions of the other interconnection agreement. All monetary obligations of the Parties to one another under the immediately previous interconnection agreement between the Parties shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement.

5. ASSIGNMENT AND NAME CHANGE

5.1 Assignment of Contract

5.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of AT&T OKLAHOMA. Any attempted assignment or transfer that is not permitted is void *ab initio*.

5.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T 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, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with AT&T OKLAHOMA under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

5.2 Company Code Change

5.2.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of "assets" provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide AT&T OKLAHOMA with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain AT&T OKLAHOMA's consent. AT&T OKLAHOMA shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T OKLAHOMA's consent to any CLEC Company

Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

- 5.2.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each End-User record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 5.3 Assignment of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service.
 - 5.3.1 Any assignment or transfer of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T OKLAHOMA with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.
 - 5.3.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End-Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's interconnection agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.
- 5.4 Project Coordination
 - 5.4.1 AT&T OKLAHOMA will provide project management support to effectuate changes of the types identified in Sections 5.4.2.
 - 5.4.2 AT&T OKLAHOMA will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T OKLAHOMA's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T OKLAHOMA will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T OKLAHOMA any and all information AT&T OKLAHOMA reasonably requests to effectuate such changes.
- 5.5 In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or there is a change in any other company identifier (collectively, an "OCN/Name

Change"), the changing Party shall submit written notice to other Party within thirty (30) calendar days of the first action taken to implement such OCN/Name Change. This section does not apply to the repair and/or operator services announcement recordings, where the Parties shall pay the applicable charges outlined in the Pricing Appendix associated with recording and otherwise updating any branding or announcement(s), and applicable service order charges. In the event of any other OCN/AECN Change, the Parties agree that at such time as a Party makes an OCN/AECN Change the Parties shall negotiate whether any OCN/AECN Change charges are appropriate and the scope of such charges, if any, unless otherwise ordered by the Commission.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All such information which is disclosed by one party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and call records and Recorded Usage Data as described in Attachment 24 – Recording-Facilities Based, whether disclosed by CLEC to AT&T OKLAHOMA or otherwise acquired by AT&T OKLAHOMA in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement. Unless otherwise agreed, if a Party is required to submit information about one or more CLECs to a regulatory or judicial body, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that is so commingled with the Receiving Party or a third party's information such that disclosure could not possibly reveal the underlying proprietary or confidential information.
- 6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.
- 6.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition,

either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

- 6.6 The Parties acknowledge that an individual customer may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from customers or sources other than the Disclosing Party.
- 6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7. LIABILITY AND INDEMNIFICATION

7.1 Limitation of Liabilities

- 7.1.1 Except as specifically provided in Attachment 25: DSL, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.3, following, and for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to CLEC by AT&T OKLAHOMA under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.

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7.2 No Consequential Damages

- 7.2.1 EXCEPT AS OTHERWISE PROVIDED IN ATTACHMENT 17, NEITHER CLEC NOR AT&T OKLAHOMA WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF EITHER AT&T OKLAHOMA OR CLEC TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE

PERSONAL PROPERTY PROXIMATELY CAUSED BY THE NEGLIGENT ACT OR OMISSION OF EITHER PARTY HERETO OR THE NEGLIGENT ACT OR OMISSION OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. ADDITIONALLY, NOTHING CONTAINED IN THIS SECTION SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY WITH RESPECT TO OBLIGATIONS UNDER THE FINANCIAL INCENTIVE OR REMEDY PROVISIONS OF ANY SERVICE QUALITY PLAN REQUIRED BY THE FCC OR THE COMMISSION OR BILL CREDIT REMEDIES AND DAMAGES IN CONNECTION WITH FAILURE TO PROVIDE ADEQUATE CARRIER-TO-CARRIER SERVICE QUALITY OR TO MEET THE PERFORMANCE MEASUREMENTS AS SET FORTH IN ATTACHMENT 17 TO THIS AGREEMENT.

7.3 Obligation to Indemnify

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7.3.3 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting from, or based upon any pending or threatened Claim, action, proceeding or suit by any third party (a Claim) (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors and with regard to Operation Support Systems (OSS), in addition to the foregoing, any actions or claims relating to a) any unauthorized entry or access into, or use or manipulation of AT&T OKLAHOMA OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC; b) failure to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement c) any claim made by an end user of CLEC or other third parties against AT&T OKLAHOMA caused by or related to CLEC's inaccurate use of any AT&T OKLAHOMA OSS. Indemnification for OSS shall also include any necessary and reasonable labor expenses incurred by AT&T related to such inaccurate or improper use of OSS.

7.3.3.1 In the case of any Loss alleged or Claim made by an end user of either Party, the Party whose end user alleged or made such loss ("Indemnifying Party") shall defend and indemnify the other party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

7.3.4 CLEC 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 unbundled network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

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7.3.8 CLEC acknowledges that services and facilities to be provided by AT&T OKLAHOMA hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit AT&T OKLAHOMA to provide to CLEC, without additional actions or costs, particular Unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:

7.3.8.1 AT&T OKLAHOMA agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and

7.3.8.2 For any new agreements that AT&T OKLAHOMA enters into or existing agreements that it renews, AT&T OKLAHOMA shall use its best efforts to procure rights or licenses to allow AT&T OKLAHOMA to provide to CLEC the particular Unbundled Network Element(s), on terms comparable to terms provided to AT&T OKLAHOMA, directly or on behalf of CLEC ("Additional Rights/Licenses").

7.3.8.3 For any new agreements that AT&T OKLAHOMA enters into or existing agreements that it renews, in the event that AT&T OKLAHOMA, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, AT&T OKLAHOMA will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.

7.3.8.4 In the event CLEC provides in writing within thirty (30) calendar days of written notice in section (c) above that AT&T OKLAHOMA has not exercised such best efforts, CLEC may seek a determination through an expedited petition to the Oklahoma Corporation Commission as to whether AT&T OKLAHOMA has exercised such best efforts.

7.3.8.5 If and to the extent AT&T OKLAHOMA is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, AT&T OKLAHOMA may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including AT&T OKLAHOMA, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 7.3.8.2, 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 unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including AT&T OKLAHOMA.

7.3.9 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

7.3.10 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.

7.4 Obligation to Defend; Notice; Cooperation

7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such

Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8. COMPLIANCE AND CERTIFICATION

- 8.1 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.
- 8.2 Each Party warrants that it has obtained all necessary state certification required in Oklahoma prior to ordering any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 8.3 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.
- 8.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

9. PAYMENT OF RATES AND CHARGES

- 9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all undisputed rates and charges due and owing under this Agreement within forty-five (45) days after the date of the billing party's mailing. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean forty-five (45) calendar days after the date of the billing party's mailing.
- 9.2 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T OKLAHOMA as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 9.2.1 and 9.2.2, as applicable.
 - 9.2.1 If any charge incurred under this Agreement that is billed out of any AT&T OKLAHOMA billing system other than the AT&T OKLAHOMA Customer Records Information System (CRIS) becomes Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until the day paid at the lesser of (i) the rate used to compute the Late Payment Charge in the AT&T OKLAHOMA intrastate access services tariff in that state or (ii) the highest rate of interest that may be charged under Oklahoma Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available. The application of interest (at the rate set forth in the preceding sentence) to any Past Due charge incurred under

this Agreement that is billed out of any AT&T OKLAHOMA billing system other than AT&T OKLAHOMA's CRIS will comply with the process set forth in the AT&T OKLAHOMA intrastate access services tariff.

- 9.2.2 If any charge incurred under this Agreement that is billed out of AT&T OKLAHOMA's CRIS is Past Due, a late payment charge calculated as specified in Section 9.2.1 above will be assessed on any Past Due Oklahoma balance, provided, however, the late payment charge shall not be applied to any balance to which the late payment charge was applied in a previous billing.
- 9.2.3 All billing disputes between the Parties shall be governed by this Section and Section 13.
- 9.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item that is listed in Section 13.4.4. The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. The Non-Paying Party must pay when due all undisputed amounts to the Billing Party.

10. LIMITATION ON BACK-BILLING AND CREDIT CLAIMS:

- 10.1 Any "back-billed" charges or "back-credits" will be placed as Other Charges and Credits (OCC) on the bill or will be listed on the Detail of Adjustments page. The billing party will, upon request of the billed party, separately provide the billed party with documentation in the way of detailed work papers to substantiate the entry.
- 10.2 Intentionally Left Blank.
- 10.3 Intentionally Left Blank.
- 10.4 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.
 - 10.4.1 The corrected bill shall be rendered within 45 calendar days of discovery of the error and the back billing must be accomplished during the life of the Interconnection Agreement. Payments are to be extended over the same amount of time in which the error occurred. For example, if the back billing covers a five-month period, the CLEC will be allowed five months to make five equal payments. Back billing is not subject to late payment charges.
- 10.5 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 10 and is addressed separately in Attachment 12 - Intercarrier Compensation.

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13. DISPUTE RESOLUTION

13.1 General Finality of Disputes

13.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

13.1.2 The Parties shall make a good faith effort to resolve their disputes within the timeframe identified in Section 13.3.1.

13.2 Alternative to Litigation

13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.2.2 Notwithstanding any other section of this agreement, the Parties each reserve the right to utilize any available regulatory process available to them at the Commission as an alternative to litigation.

13.3 Informal Resolution of Disputes

13.3.1 In the case of any dispute other than one covered by Section 9.3, and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative with authority to resolve the dispute. To initiate the informal dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of an individual who will serve as the initiating Party's representative. The other Party shall have five (5) business days to designate its own representatives. The location, form, frequency, and conclusion of these discussions will be left to the discretion of the representatives. Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Settlement offers by both Parties 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. All other documents related to the dispute that are not prepared for purposes of the settlement offer are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.3.2 Customer-Affecting Disputes

Notwithstanding the other dispute resolution procedures set forth in this Agreement, a Party may seek emergency relief from the Commission for the resolution of any problem that interrupts or threatens to interrupt the service of either Party's customers. In such instance, the Parties agree to provide all filings and submissions required by the Commission on an expedited basis, in accordance with the practices and rules of the Commission.

13.3.3 If CLEC files a dispute and seeks interim relief from the Commission, then AT&T OKLAHOMA may not disconnect CLEC or suspend order acceptance over any open issues involved in the dispute until the Commission has finally ruled on the interim relief request.

13.3.4 Issues that may be disputed under this section include but are not limited to: (1) ordering and provisioning and maintenance and repair issues not resolved as provided for in the routine escalations processes; (2) parity issues; and, (3) adherence to and interpretation of this Agreement's terms and conditions. Billing Disputes will be handled pursuant to Section 13.4 of this Agreement.

13.4 Billing Disputes

13.4.1 The Parties agree that with respect to matters that are the subject of a billing dispute, the party disputing such billing may withhold payment of the disputed amount. If a billed amount is paid and subsequently disputed and ultimately determined to have been billed in error, interest shall be paid from the time payment was received through time it was refunded. The Parties further agree that if any billing dispute is resolved in favor of the billing Party the billing Party will receive, in addition to the amount disputed, interest applied to the disputed amount as set forth in Section 9.2.1. Late payment charges shall not be assessed to disputed amounts.

13.4.2 To the extent that any other portions of this Agreement provide for a bill closure process between the parties, or if such a process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

13.4.3 To initiate the billing dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of a representative with authority to resolve the dispute who will serve as the initiating Parties' representative. The other Party shall have five (5) business days to designate its own representatives with authority to resolve the dispute. The location, form, frequency, and conclusion of these discussions will be left to the discretion of the representatives. The parties will endeavor to resolve the dispute within thirty (30) calendar days of the initiation of the dispute unless mutually agreed to extend the period in writing. Neither Party may deny a dispute without full explanation of its reasons for such denial. A dispute shall remain open unless the parties mutually agree to close the dispute.

13.4.4 In order to resolve a billing dispute, the disputing Party shall furnish written notice which shall include sufficient detail of and rationale for the dispute, including to the extent available, the (i) date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number(s) in question, (iv) circuit ID number or trunk number in question, (v) any USOC information relating to the item(s) questioned, (vi) amount billed, (vii) amount disputed, (viii) the reason the disputing Party disputes the billed amount, (ix) minutes of use disputed by jurisdictional category, and (x) the contact name, email address and telephone number.

13.4.4.1 If the disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4.4, the disputing Party may notify the Billing Party in writing that it wishes to invoke the formal Resolution of Disputes afforded pursuant to Section 13.5.

13.4.4.2 Unless otherwise specified or prescribed by Commission order, all billing true-ups will be administered by the billing Party for all components of the true-up, which shall be provided on the same bill invoice. True-up charges shall be separated from other charges on an invoice. True-ups will be implemented in a reasonable and timely manner and must provide sufficient detail for the billed Party to audit the bill.

13.5 Formal Resolution of Disputes

13.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement that require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the complaint process of OCC. Upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 13.6.

13.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the complaint process pursuant to OCC rules with regard to procedures for the resolution of disputes arising out of this Agreement.

13.6 Arbitration

13.6.1 When both Parties agree to binding arbitration, disputes 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. Arbitration will be held in Oklahoma City, OK unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 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 30 days after the close of hearings. The Parties agree that, notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the arbitrator has no authority to order punitive, or consequential damages or any other Damages not measured by the prevailing Party's actual Damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. NON-PAYMENT AND PROCEDURES FOR DISCONNECTION

14.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, Unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Unbundled Network Elements 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.

14.1.1 AT&T OKLAHOMA will also provide any written notification to the Oklahoma Corporation Commission as required by applicable law.

14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

14.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 13.4 of this Agreement, together with the reasons for its dispute; and

14.2.2 pay all undisputed Unpaid Charges to the Billing Party; and

14.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.

14.4 After expiration of the written notice furnished pursuant to Section 14.1 hereof, if CLEC continues to fail to comply with Section 14.2.1 through 14.2.2, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, AT&T OKLAHOMA may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to CLEC for payment within ten (10) Calendar Days of any of the obligations enumerated in Section 14.2.1. On the day that AT&T OKLAHOMA provides such written demand to CLEC, AT&T OKLAHOMA may also exercise any or all of the following options:

14.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

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

14.5 Notwithstanding anything to the contrary in this Agreement, AT&T OKLAHOMA's exercise of any of its options under Section 14.4, 14.4.1 and 14.4.2:

14.5.1 will not delay or relieve CLEC's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

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

14.6 A copy of the demand provided to CLEC under Section 14.4 will be provided to the Commission.

14.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 15 and to the following:

To AT&T OKLAHOMA:

Manager of Collections and Credit
722 N. Broadway, 11th Floor
Milwaukee, WI 53202

To CLEC:

Katy Boren
Director, Regulatory Affairs
6301 Waterford Boulevard, Suite 200
Oklahoma City, OK 73118

With Copy to:

Suzanne Howard
Director, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319

Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section. Any notice or other communication will be deemed to be given when received.

14.8 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 14.4 of this Agreement, the Billing Party may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by AT&T OKLAHOMA to CLEC for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:

14.8.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

14.8.2 disconnect any Resale Services, Unbundled Network Elements and/or Collocation furnished under this Agreement.

14.8.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by AT&T OKLAHOMA will comply with Oklahoma Corporation Commission rules.

- 14.9 Within five (5) calendar days following any such disconnection, AT&T OKLAHOMA will notify each Resale end user that because of CLEC's failure to pay AT&T OKLAHOMA, the end user's local service will continue for an additional thirty (30) calendar days and that the end user has thirty (30) calendar days from the disconnection date to select a new Local Service Provider.
- 14.10 If any Resale end user fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, AT&T OKLAHOMA may terminate the Resale end user's service.
- 14.11 AT&T OKLAHOMA will notify the Commission of the names of all Resale end users whose local service was terminated pursuant to Section 14.10.
- 14.12 CLEC shall be responsible for all charges for any service furnished by AT&T OKLAHOMA to any end user pursuant to Section 14.9 hereof.
- 14.13 Nothing in this Agreement shall be interpreted to obligate AT&T OKLAHOMA to 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 Resale end users under Applicable Law.

15. NOTICES

- 15.1 In the event any notices are required to be sent under the terms of this Agreement, they must be made in writing (unless specifically provided otherwise herein) they may be sent by mail, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been received five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service. Notice may also be given by personal delivery, or by overnight courier, and will be deemed given upon receipt of personal delivery; or by overnight courier and will be deemed given the next Business Day. Notice may also be provided by facsimile, provided a paper copy is also sent by another method described in this Section, which will be deemed given 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. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

- 15.2 If to CLEC:

Katy Boren
Director, Regulatory Affairs
6301 Waterford Boulevard, Suite 200
Oklahoma City, OK 73118

With Copy to:

Suzanne Howard
Director, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319

- 15.3 If to AT&T OKLAHOMA:

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

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving ten (10) calendar days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

- 15.4 AT&T OKLAHOMA communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 15.5 AT&T OKLAHOMA Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the transmission date set forth on the e-mail message.
- 15.6 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 15.7 CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of AT&T OKLAHOMA's Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by AT&T OKLAHOMA. AT&T OKLAHOMA may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 15.8 AT&T OKLAHOMA shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Unbundled Network Elements under this Agreement; CLEC shall provide AT&T OKLAHOMA with a toll free facsimile number for notices from AT&T OKLAHOMA relating to requests for Resale Services and Unbundled Network Elements under this Agreement.

16. TAXES

- 16.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.
- 16.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:
 - 16.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
 - 16.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate.

16.2.3 Notwithstanding Section 16.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

- 16.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 16.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 16.2 above and all subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 16.5 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 16.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 16.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 16.8 With respect to any Tax or Tax controversy covered by this Section, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no

lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

16.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 11 hereof.

17. FORCE MAJEURE

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, whereupon such Party's obligation or performance shall be suspended to the extent that the Party is affected by such Force Majeure Event. The other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are hindered by the Force Majeure event. Upon cessation of such Force Majeure condition, the Party whose performance fails or is delayed because of such Force Majeure conditions will give like notice and commence performance hereunder as promptly as reasonably practicable.

18. PUBLICITY

18.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

18.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

19. NETWORK MAINTENANCE AND MANAGEMENT

19.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

19.2 Intentionally Left Blank.

19.3 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party maintains the right to implement basic protective controls such as "Cancel To" or "Call Gap."

19.4 Intentionally Left Blank.

19.5 Intentionally Left Blank.

- 19.6 Intentionally Left Blank.
- 19.7 Intentionally Left Blank.
- 19.8 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers nor is to either Party subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

20. LAW ENFORCEMENT AND CIVIL PROCESS

20.1 Intercept Devices

- 20.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided if technically and legally feasible.

20.2 Subpoenas

- 20.2.1 If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request, to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided if technically and legally feasible.

20.3 Law Enforcement Emergencies

- 20.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims..

21. CHANGES IN SUBSCRIBER CARRIER SELECTION

- 21.1 Each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 21.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. AT&T OKLAHOMA shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), AT&T OKLAHOMA is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When a CLEC resale end user has abandoned a premise (i.e., vacates a premise without disconnecting service, CLEC will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.
- 21.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by

federal or state law. At CLEC's written request, AT&T OKLAHOMA will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall AT&T OKLAHOMA charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

22. AMENDMENTS OR WAIVERS

22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

22.2 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the section or sections to be amended and shall include the proposed language changes. Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms. If mutually acceptable terms are not agreed upon with 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period,) the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 13 of this Agreement. Nothing in this Section shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 23 (Intervening Law), or Section 252(i) of the Act.

23. INTERVENING LAW

23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of October 20, 2004: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable Oklahoma statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and Oklahoma statutes, rules, regulations and Orders. 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) that are issued, rendered, or adopted after October 20, 2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: Verizon v. FCC, et al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002); the impairment proceedings that will be heard before the Commission and any pending appeals (and following remand and appeal, USTA v. FCC, 359 F.2d 554 (D.C. Cir. 2004), that relate to, or arise from, the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) (the "TRO"), including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. August 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on

April 27, 2001 and the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241) (rel. October 18, 2004) (collectively "Government Actions"). Except to the extent that AT&T-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T-13STATE's right to exercise its option at any time to adopt on a date specified by AT&T-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable Oklahoma statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that is issued, rendered or adopted after October 20, 2004 and that (i) materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable Oklahoma statute or any of said rules, regulations, Orders, or judicial decisions, (ii) invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationales for any rate(s), terms(s) and/or condition(s) of the Agreement, (iii) and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement specifically including but not limited to those arising with respect to the Government Actions.. For purposes of this section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under this Section 23.0 is not concluded within sixty ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) days period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 13 of this Agreement. During the negotiation or arbitration of any such Change in Law, the Parties shall remain obligated to perform under the terms set forth in this Agreement.

23.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, Orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

24. AUTHORITY

24.1 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 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.

24.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation or formation and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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

25. BINDING EFFECT

25.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

26. CONSENT

26.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

27. EXPENSES

27.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

28. HEADINGS

28.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

29. RELATIONSHIP OF PARTIES

29.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

30. CONFLICT OF INTEREST

30.1 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 arranging or negotiation of this Agreement or associated documents.

31. MULTIPLE COUNTERPARTS

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

32. THIRD PARTY BENEFICIARIES

32.1 Except as may be specifically set forth in this agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, Claim, liability, reimbursement, cause of action, or other privilege.

33. REGULATORY APPROVAL

33.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

34. TRADEMARKS AND TRADE NAMES

34.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party. Nothing in this Agreement shall be construed as preventing either Party from publicly stating that it has executed this Agreement with the other Party.

35. REGULATORY AUTHORITY

35.1 AT&T OKLAHOMA will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC end users contemplated by this Agreement.

35.2 AT&T OKLAHOMA will provide CLEC with direct notice of any tariff or filing which concerns the subject matter of this Agreement in the same manner and for the same term as set forth in Section 15.4 for the subjects listed therein.

36. COMMISSION INTERPRETATION OF SAME OR SUBSTANTIVELY SIMILAR LANGUAGE

36.1 Any ruling by the Commission interpreting the same or substantively similar language in another Interconnection Agreement is applicable to the same or substantively similar language in this Agreement.

37. TARIFF REFERENCES

37.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

37.2 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 service.

38. VERIFICATION REVIEWS

38.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

38.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed 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. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 9.2.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 13 of this Agreement.

38.3 Each Party will cooperate fully in any audit performed pursuant to Section 38.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at

an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.

- 38.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 38.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.
- 38.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
- 38.6 This Section 38 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.
- 38.7 Information obtained or received by either Party in connection with Sections 38.1 through 38.6 will be subject to the confidentiality provisions of Section 6 of this Agreement.

39. COMPLETE TERMS

- 39.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 39.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the party sought to be bound. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

40. COOPERATION ON PREVENTING END USER FRAUD

- 40.1 Each Party shall be liable for any fraud associated with that Party's end user's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows end users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: Calling card, collect, and third number billed calls.
- 40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. 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.
- 40.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph 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.

41. NOTICE OF NETWORK CHANGES

- 41.1 AT&T OKLAHOMA agrees to provide CLEC reasonable notice consistent with applicable rules, of changes in the information necessary for the transmission and routing of services using AT&T OKLAHOMA's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

This Agreement is not intended to limit AT&T OKLAHOMA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

41.2 Intentionally Left Blank.

41.3 General Change Management

41.3.1 The Parties will comply with the Change Management Process found within the OSS appendix to this ICA.

42. GOOD FAITH PERFORMANCE

42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

43. RESPONSIBILITY OF EACH PARTY

43.1 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 will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

44. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

44.1 Intentionally Left Blank.

45. GOVERNMENTAL COMPLIANCE

45.1 CLEC and AT&T OKLAHOMA each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; or ii) its activities undertaken at, in connection with or relating to work locations. CLEC and AT&T OKLAHOMA each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any Losses, Damages, Claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. AT&T OKLAHOMA, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for AT&T OKLAHOMA to provide the network elements and Resale services pursuant to this Agreement.

46. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

46.1 Disclosure of Potential Hazards: When and if CLEC notifies AT&T OKLAHOMA that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular AT&T OKLAHOMA

building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "work location"), AT&T OKLAHOMA shall timely notify CLEC of any Environmental Hazard at that Work Location of which AT&T OKLAHOMA has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the work location. For purposes of this Agreement, "Environmental Hazard" shall mean (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) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by AT&T OKLAHOMA; and (v) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

46.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to AT&T OKLAHOMA, CLEC shall have the right to inspect, test, or monitor any work location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with AT&T OKLAHOMA's business operations after consultation with AT&T OKLAHOMA, and shall return AT&T OKLAHOMA's property to substantially the same condition as it would have been without such inspections, testing or monitoring.

46.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any work location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than AT&T OKLAHOMA shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

46.4 Indemnification:

46.4.1 Each Party shall indemnify, on request defend, and hold harmless the other Party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying Party or other person acting on the indemnifying Party's behalf, of this Section 46 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other Applicable Law or provision of this Agreement dealing with hazardous substances or protection of human health or the environment.

46.4.2 CLEC shall indemnify, on request defend, and hold harmless AT&T OKLAHOMA and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a work location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

46.4.3 AT&T OKLAHOMA shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss or damage to any

person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of AT&T OKLAHOMA or by any person acting on AT&T OKLAHOMA's behalf, at a work location or (ii) the removal or disposal of any hazardous substances by any employee of AT&T OKLAHOMA or by any person acting on AT&T OKLAHOMA's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by AT&T OKLAHOMA or its contractors or agents.

47. SUBCONTRACTING

47.1 If any obligation is performed through a subcontractor, 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, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or network elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or confidential information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or confidential information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

48. REFERENCED DOCUMENTS

48.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, AT&T OKLAHOMA Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, AT&T OKLAHOMA Practice, or publication of industry standards.

49. SEVERABILITY

49.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 13.

50. SURVIVAL OF OBLIGATIONS

50.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

51. GOVERNING LAW

51.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Oklahoma other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Oklahoma City, Oklahoma, and waive any and all objections to an Oklahoma venue.

52. PERFORMANCE MEASUREMENTS

52.1 Specific provisions governing Performance Measures are contained in Attachment 17.

53. OTHER OBLIGATIONS

53.1 Intentionally Left Blank.

54. INTENTIONALLY LEFT BLANK**55. DIALING PARITY; NUMBER PORTABILITY**

55.1 AT&T OKLAHOMA will ensure that all CLEC customers experience the same dialing parity as similarly-situated customers of AT&T OKLAHOMA services, such that, for all call types: (i) a CLEC customer is not required to dial any greater number of digits than a similarly-situated AT&T OKLAHOMA customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a CLEC customer is at least equal in quality to that experienced by a similarly-situated AT&T OKLAHOMA customer; and (iii) the CLEC customer may retain its local telephone number. AT&T OKLAHOMA further agrees to provide Number Portability in accordance with the requirements of the Act. Specific requirements concerning Interim Number Portability are set forth in Attachment 14: Permanent Number Portability.

56. BRANDING

56.1 Specific provisions concerning the branding of services provided to CLEC by AT&T OKLAHOMA under this Agreement are contained in the following Attachments and Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; Attachment 2: Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provisioning-Unbundled Network Elements; Attachment 8: Maintenance-Unbundled Network Elements, and 23: OS-Facilities Based, UNE and UNE-P.

57. END USER CUSTOMER INQUIRIES

Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

58. DISCLAIMER OF WARRANTIES

58.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, UNBUNDLED, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE

CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

59. NO WAIVER

59.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the 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. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

60. DEFINITIONS

60.1 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 and its definition can be found in the Definitions Appendix.

61. RESALE

61.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T OKLAHOMA currently provides or hereafter offers to any end user in the geographic area where AT&T OKLAHOMA is the incumbent LEC will be made available to CLEC by AT&T OKLAHOMA for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, and other applicable Attachments.

62. UNBUNDLED NETWORK ELEMENTS

62.1 At the request of CLEC and pursuant to the requirements of the Act, AT&T OKLAHOMA will offer in the geographic area where AT&T OKLAHOMA is the incumbent LEC, Unbundled Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements, and other applicable Attachments.

63. ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA

63.1 In connection with its Resale of services to CLEC, AT&T OKLAHOMA agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.

63.2 In connection with its furnishing Unbundled Networks Elements to CLEC, AT&T OKLAHOMA agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 7, 8, 9 and 10, respectively.

64. NETWORK INTERCONNECTION ARCHITECTURE

64.1 Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties agree to utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. AT&T OKLAHOMA expressly recognizes that this provision and said Attachment are in no way intended to impair in any way CLEC's right to interconnect with Unbundled Network Elements furnished by AT&T OKLAHOMA at any technically feasible point within AT&T OKLAHOMA's network, as provided in the Act.

65. COMPENSATION FOR DELIVERY OF TRAFFIC

65.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Intercarrier Compensation.

66. ANCILLARY FUNCTIONS

Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. AT&T OKLAHOMA agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

67. INTENTIONALLY LEFT BLANK**68. INTENTIONALLY LEFT BLANK****69. INTENTIONALLY LEFT BLANK****70. SCOPE OF AGREEMENT**

70.1 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.

71. OTHER REQUIREMENTS AND ATTACHMENTS

71.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, 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 the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

71.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment 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. 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 the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

72. INTENTIONALLY LEFT BLANK

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

Cox Oklahoma Telcom, L.L.C.

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma
By AT&T Operations, Inc., Its authorized agent**

Signature: _____

Name: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Facilities: OCN/AECN# _____

Resale: OCN/AECN# _____

Intercarrier Compensation Option Choice:

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

This agreement contains arbitrated provisions as determined by the Oklahoma Corporation Commission.

APPENDIX DEFINITIONS TO THE GENERAL TERMS AND CONDITIONS - OKLAHOMA

1. DEFINITIONS

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

1.1 General Definitions

- 1.1.1 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 **“Access Service Request”** (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **“Access Tandem Switch”** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.1.5 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding AT&T OKLAHOMA to the client/End User community.
- 1.1.6 **“Account Owner”** means a telecommunications company, including AT&T OKLAHOMA, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 1.1.7 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an AT&T OKLAHOMA Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.7.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.7.2 x.25-based and x.75-based packet technologies, or
 - 1.1.7.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.8 **“Affiliate”** is as defined in the Act.
- 1.1.9 **“Alternate Billing Service”** (ABS) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.10 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.11 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.12 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.13 **“AT&T Inc.”** (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T

Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

- 1.1.14 **“AT&T OKLAHOMA”** - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T OKLAHOMA, the applicable AT&T-owned ILEC doing business in OKLAHOMA.
- 1.1.15 **“Automated Message Accounting”** (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.16 **“Billed Number Screening”** (BNS) means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.1.17 **“Bona Fide Request”** (BFR) is the process described in the applicable Attachment Unbundled Network Elements.
- 1.1.18 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable AT&T-owned ILEC does not provision new retail services and products.
- 1.1.19 **“Busy Line Verification”** (BLV) means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.20 **“CABS”** means the Carrier Access Billing System.
- 1.1.21 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.22 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.23 **“Calling Name Delivery Service”** (CNDS) means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.24 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.25 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.26 **“Calling Party Number”** (CPN) means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.1.27 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC’s switch to an AT&T OKLAHOMA E911 Selective Router.

1.1.28 **“Centralized Message Distribution System”** (CMDS) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS.

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

1.1.29.1 **“End Office Switch” or “End Office”** is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. An End Office Switch does not include a PBX.

1.1.29.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.1.30 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

1.1.31 **“Claim”** means any pending or threatened claim, action, proceeding or suit.

1.1.32 **“CNAM Query”** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.

1.1.33 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.34 **“Collocation”** is an arrangement is an arrangement where a CLEC leases space at an AT&T OKLAHOMA premises for the placement of equipment necessary for interconnection or access to AT&T OKLAHOMA UNEs.

1.1.35 **“Commercial Mobile Radio Services”** (CMRS) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.36 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term “Commissions” means the Oklahoma Corporation Commission (OCC).

1.1.37 **“Common Channel Signaling”** (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.38 **“Common Language Location Identifier”** (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

1.1.39 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party’s actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.40 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T OKLAHOMA and forwarded to CLEC.

- 1.1.41 **“Custom Local Area Signaling Service Features”** (CLASS) means certain call-management service features that are currently available from AT&T OKLAHOMA’s local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.42 **“Customer Name and Address Information”** (CNA) means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.43 **“Data Interexchange Carrier”** (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the AT&T OKLAHOMA and CLECs interconnecting with its network. This reciprocal exchange of data enables AT&T OKLAHOMA and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.44 **“Declassified” or “Declassification”** means the situation where a network element, including a network element referred to as a UNE under this Agreement, ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a UNE that has ceased to be a UNE may also be referred to as “Declassified.”
- 1.1.45 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
 - 1.1.45.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.45.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.45.3 any Force Majeure Event.
- 1.1.46 **“Dialing Parity”** is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.47 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
 - 1.1.47.1 **“Digital Signal Level 0”** (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.47.2 **“Digital Signal Level 1”** (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.47.3 **“Digital Signal Level 3”** (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.48 **“Digital Subscriber Line”** (DSL) is as defined in the applicable Appendix xDSL and/or the applicable tariff, as appropriate.
- 1.1.49 **“Distant LCA”** is defined as a Local Calling Area (as defined below) that is separate and distinct from the LCA where the CLEC designated POI for the exchange of Section 251(b)(5)/IntraLATA Traffic is located.

1.1.50 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.1.51 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.1.52 **“Enhanced Service Provider”** (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

1.1.53 **“Exchange Access”** is as defined in the Act.

1.1.54 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.1.55 **“Exchange Message Interface”** (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

1.1.56 **“Exchange Service”** means Telephone Exchange Service, as defined in the Act.

1.1.57 **“Facility-Based Provider”** is defined as a telecommunications carrier that has deployed its own switch and transport facilities.

1.1.58 **“Feature Group A”** (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.

1.1.59 **“Feature Group D”** (FGD) is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.

1.1.60 **“FCC”** means the Federal Communications Commission.

1.1.61 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.

1.1.62 **“Foreign Exchange”** (FX) means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-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 local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers “LECs,” is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

1.1.63 **“Fraud Monitoring System”** means an off-line administration system that monitors LIDB validation query traffic for suspected occurrences of ABS-related fraud.

- 1.1.64 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.65 **“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.66 **“Incumbent Local Exchange Carrier”** (ILEC) is as defined in the Act.
- 1.1.67 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.68 **“Integrated Digital Loop Carrier”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.69 **“Integrated Services Digital Network”** (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.70 **“Interconnection”** is as defined in the Act.
- 1.1.71 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.72 **“Interexchange Carrier”** (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.73 **“InterLATA”** is as defined in the Act.
- 1.1.74 **“Intermediate Distribution Frame”** (IDF) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.75 **“Internet Service Provider”** (ISP) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.
- 1.1.76 **“IntraLATA Toll Traffic”** is defined as traffic between one AT&T OKLAHOMA local calling area and another AT&T OKLAHOMA local calling area or that of another LEC within the same LATA.
- 1.1.77 **“IntraLATA Toll Trunk Group”** is defined as a trunk group carrying IntraLATA Toll traffic as defined above.
- 1.1.78 **“ISP-Bound Traffic”** is as defined in Attachment 12: Intercarrier Compensation
- 1.1.79 **“Jurisdictional Identification Parameter”** (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.80 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.81 **“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. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data,

Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

- 1.1.82 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.83 **“Line Side”** refers to 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.
- 1.1.84 **“Local Access Transport Area”** (LATA) is as defined in the Act.
- 1.1.85 **“Local Exchange Carrier”** (LEC) is as defined in the Act.
- 1.1.86 **“Local Exchange Routing Guide”** (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.87 **“Local Calls,”** for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different AT&T Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.88 **“Local Interconnection Trunk Groups”** are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Traffic between CLEC end users and AT&T OKLAHOMA end users.
- 1.1.89 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AT&T OKLAHOMA Serving Wire Center.
- 1.1.90 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.91 **“Location Routing Number”** (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.92 **“Local Service Provider”** (LSP) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 1.1.93 **“Local Tandem”** refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.1.94 **“Local/Access Tandem Switch”** is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.
- 1.1.95 **“Local Calling Area” or “LCA”** is an AT&T OKLAHOMA local calling area, as defined in AT&T OKLAHOMA's General Exchange Tariff. LCA is synonymous with “Local Exchange Area” (LEA).

- 1.1.96 "**Local/IntraLATA Tandem Switch**" is defined as a switching machine within the public switch telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/Intra Lata Traffic.
- 1.1.97 "**Local Only Tandem Switch**" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 1.1.98 "**Loss**" or "**Losses**" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.99 "**Main Distribution Frame**" (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.1.100 "**MECAB**" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF," which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS." The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.101 "**MECOD**" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.102 "**Meet-Point Billing**" (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.103 "**Multiple Bill/Single Tariff**" is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.104 "**Mutual Compensation**" as defined in Appendix Intercarrier Compensation.
- 1.1.105 "**Network Data Mover**" (NDM) is an industry standard protocol for transferring information electrically.
- 1.1.106 "**Network Element**" is as defined in the Act.
- 1.1.107 "**North American Numbering Plan**" (NANP) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.108 "**Numbering Plan Area**" (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that

transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

- 1.1.109 **“Number Portability”** is as defined in the Act.
- 1.1.110 **“NX^X” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NX^X Code contains 10,000 station numbers.
- 1.1.111 **“Offers Service”** – At such time as CLEC opens an NPA/NX^X, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.1.112 **“OK”** means Oklahoma.
- 1.1.113 **“Ordering and Billing Forum”** (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.114 **“Originating Line Information”** (OLI) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.
- 1.1.115 **“Originating Point Code”** (OPC) means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.116 **“Out of Exchange LEC (OE-LEC)”** means CLEC operating within AT&T OKLAHOMA’s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.
- 1.1.117 **“Out of Exchange Traffic”** is defined as Section 251(b)(5) and ISP Bound traffic, FX, or intraLATA traffic to or from a non-AT&T ILEC exchange area.
- 1.1.118 **“Party”** means either CLEC or the AT&T-owned ILEC; use of the term “Party” includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the AT&T-owned ILEC; use of the term “Parties” includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.
- 1.1.119 **“Permanent Number Portability”** (PNP) is a long term method of providing LNP using LRN.
- 1.1.120 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.121 **“Physical Collocation”** is as defined in Appendix Collocation.
- 1.1.122 **“Plain Old Telephone Service”** (POTS) means telephone service for the transmission of human speech.
- 1.1.123 **“Point of Interconnection”** (POI) is a physical location on the AT&T OKLAHOMA network at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.124 **“Rate Center Area”** means the following in each applicable area:
 - 1.1.124.1 **“Rate Center”** 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.
 - 1.1.124.2 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.

- 1.1.125 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.126 **“Remote End Office Switch”** is an AT&T OKLAHOMA switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an AT&T OKLAHOMA End Office Switch. Such features function, and capabilities are provided to the AT&T OKLAHOMA Remote End Office Switch via an umbilical to an AT&T OKLAHOMA Host End Office.
- 1.1.127 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.1.128 **“Section 251(b)(5) Traffic”** is as defined in Attachment 12: Intercarrier Compensation.
- 1.1.129 **“Section 251(b)(5)/IntraLATA Traffic”** shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll traffic originating from an end user obtaining local dialtone from AT&T OKLAHOMA where AT&T OKLAHOMA is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- 1.1.130 **“Service Control Point”** (SCP) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.131 **“Service Management System”** (SMS) means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.132 **“Service Provider Number Portability”** (SPNP) is synonymous with Permanent Number Portability “PNP.”
- 1.1.133 **“Service Switching Point”** (SSP) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.134 **“Serving Wire Center”** (SWC) means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.1.135 **“Signaling System 7”** (SS7) means a signaling protocol used by the CCS Network.
- 1.1.136 **“Signal Transfer Point”** (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.137 **“State Abbreviation”** means the following:
- 1.1.138 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.139 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of

telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

- 1.1.140 **“Synchronous Optical Network”** (SONET) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.141 **“Telecommunications”** is as defined in the Act.
- 1.1.142 **“Telecommunications Carrier”** is as defined in the Act.
- 1.1.143 **“Telecommunications Service”** is as defined in the Act.
- 1.1.144 **“Telephone Exchange Service”** is as defined in the Act.
- 1.1.145 **“Telephone Toll Service”** is as defined in the Act.
- 1.1.146 **“Third Party”** means any Person other than a Party.
- 1.1.147 **“Toll Billing Exception Service”** (TBE) means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.148 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 1.1.149 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route an SS7 message. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, for a particular NPA-NXX.
- 1.1.150 **“Trunk”** means a communication line between two switching systems.
- 1.1.151 **“Unbundled Network Element” or “UNE”** is as defined in Attachment 6 Unbundled Network Elements
- 1.1.152 **“Universal Digital Loop Carrier”** (UDLC) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.1.153 **“Virtual Collocation”** is as defined in Appendix Collocation.
- 1.1.154 **“Wire Center”** is the location of one or more local switching systems. 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.

ATTACHMENT 1: RESALE

All services made available to CLEC by AT&T OKLAHOMA or resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing Schedule, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

1. GENERAL REQUIREMENTS

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T OKLAHOMA currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by AT&T OKLAHOMA in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunication service pursuant to 251(b)(1) of the Act.

- 1.2 AT&T OKLAHOMA will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

Consistent with Section 2.5 of the General Terms and Condition of this Agreement, AT&T OKLAHOMA shall provide Resale Services under the following terms and conditions in this Attachment Resale.

- 1.3 AT&T OKLAHOMA will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Pricing Schedule. Except as otherwise expressed herein, AT&T OKLAHOMA also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by AT&T OKLAHOMA and not listed in Pricing Schedule.

- 1.4 AT&T OKLAHOMA will make available to CLEC resale AT&T OKLAHOMA's Bill Plus service at a discount of five per cent (5%) off of AT&T OKLAHOMA's tariffed rate for each service. Consolidated Billing is available at no charge.

- 1.5 AT&T OKLAHOMA, will make available to CLEC, including but not limited to for resale the following AT&T OKLAHOMA services at AT&T OKLAHOMA's tariffed rate for each service (or in the event a service is not tariffed, at the rate AT&T OKLAHOMA charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services/Restoral Services
- Telecommunications Service Priority Systems
- Access Services
- 555/976 Information Delivery Service
- Cellular Mobile Interconnection Services
- Exchange Connection Services
- IntraLATA Internet Access Plans (as found in Section 4 of the Oklahoma Long Distance Message Telecommunications Service Tariff)
- Specialized Broadband Services

- 1.6 The following services are not being made available by AT&T OKLAHOMA to CLEC for resale.
 - BDS/LAN
 - Customer Provided Equipment
 - Customized Billing Reports
 - Inline® Products
 - Inside Wiring
 - Semi-Public Telephone Booths and Enclosures
 - 911 Universal Emergency Number Equipment
- 1.7 Telecommunications Services will be resold by AT&T OKLAHOMA to CLEC on terms and conditions that are reasonable and nondiscriminatory.
- 1.8 Directory Assistance and Operator Services

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

Subject to any blocking that may be ordered by CLEC for its customers, to the extent Directory Assistance (DA) services are provided to AT&T OKLAHOMA's customers, AT&T OKLAHOMA shall provide CLEC's customers access to AT&T OKLAHOMA's Directory Assistance services.

Subject to any blocking that may be ordered by CLEC for its customers, AT&T OKLAHOMA will provide access to Operator Services ("OS") to CLEC's customers to the same extent it provides OS to its own customers.
- 1.9 Directory Listings Requirements

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.
- 1.10 Unless otherwise provided in this Agreement, AT&T OKLAHOMA will perform all of its obligations hereunder throughout the entire service area where AT&T OKLAHOMA is the incumbent local exchange carrier. AT&T OKLAHOMA will provide the services covered by this Attachment subject to the availability of facilities in this state.
- 1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's End Users except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from AT&T OKLAHOMA.
- 1.12 Unless stayed, modified or reversed on appeal or reconsideration, AT&T OKLAHOMA will not apply the continuous property tariff for Plexar services, which was previously found reasonable by the Commission. The parties recognize that CLEC's right to aggregate end user traffic when reselling optional calling plans is in dispute before the United States Court of Appeals for the Tenth Circuit, Case No. 00-6030. During the pendency of that case, CLEC may aggregate end user traffic when reselling optional calling plans. The parties acknowledge, however, that the decision of that court, or a decision in proceedings on remand therefrom, may make modification of this section appropriate. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modification to this section, and, if negotiations fail, disputes between the Parties concerning the appropriate conforming modification shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Additional tariff restrictions, other than the cross-class restriction allowed by FTA96 Section 251(c)(4)(B), are presumptively unreasonable.
- 1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in AT&T OKLAHOMA's tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.

1.14 A CLEC shall make its telecommunications services available for resale to AT&T OKLAHOMA on terms and conditions that are reasonable and nondiscriminatory.

2. BRANDING

2.1 CLEC is free to brand the Resale services that AT&T OKLAHOMA provides to CLEC under the provisions of this Agreement. AT&T OKLAHOMA will not brand such Resale services provided to CLEC under this Agreement as being AT&T OKLAHOMA's services, although certain AT&T OKLAHOMA's retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.

2.1.1 AT&T OKLAHOMA offers certain retail services that utilize electronic branding to designate the services as AT&T OKLAHOMA's retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC End Users, CLEC may request AT&T OKLAHOMA to rebrand such services as CLEC services or to offer them without a brand. AT&T OKLAHOMA will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse AT&T OKLAHOMA for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by AT&T OKLAHOMA as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, AT&T OKLAHOMA agrees to reimburse CLEC for a reasonable portion of its costs.

2.2 CLEC will provide the exclusive interface to CLEC End Users in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where AT&T OKLAHOMA personnel interface directly with CLEC End Users in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.

2.3 Branding provisions concerning AT&T OKLAHOMA's furnishing of all forms, business cards or other business materials to CLEC End Users in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement.

2.4 CLEC will not, without AT&T OKLAHOMA's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T OKLAHOMA or its affiliates.

3. PRIMARY LOCAL EXCHANGE CARRIER SELECTION CHARGE

3.1 The prices for primary local exchange carrier selection will be as follows:

3.1.1 Primary Local Exchange Carrier Selection Charge:

3.1.2 Simple: \$2.35 Electronic \$11.25 Manual (1)

3.1.3 Complex: \$2.35 Electronic \$11.25 Manual (1)

3.1.4 Simple and Complex Service Orders: If AT&T Oklahoma can process an order on an electronic flow-through basis, the order is simple. All other orders are complex.

3.2 Intentionally Left Blank

3.3 Intentionally Left Blank

3.4 Upon an end user's subscription to CLEC local Resale service, CLEC may choose to replace LIDB data with its own information or retain the information from the previous provider. CLEC resold service will retain all LIDB functionality equal to that of AT&T retail service.

4. PRICING

4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Pricing Schedule of Prices.

4.2 Resale services offered by AT&T OKLAHOMA through promotions will be available to CLEC on terms and conditions no less favorable than those AT&T OKLAHOMA makes available to its customers, provided that for promotions of 90 days or less, AT&T OKLAHOMA will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, AT&T OKLAHOMA will make the services available at the avoided cost discount from the promotional rate.

5. NO RESTRICTIONS ON RESALE

5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the Oklahoma commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business End Users AT&T OKLAHOMA's Resale services that are restricted by AT&T OKLAHOMA's tariffs to use by residential subscribers. AT&T OKLAHOMA is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. AT&T OKLAHOMA will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6. DIALING PARITY

6.1 For all call types associated with the Resale services provided to CLEC by AT&T OKLAHOMA under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than a similarly-situated AT&T OKLAHOMA customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC End User will be at least equal in quality to that received by a similarly situated AT&T OKLAHOMA customer; and (iii) the CLEC End User may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of AT&T OKLAHOMA will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

7. MAINTENANCE

7.1 Maintenance will be provided by AT&T OKLAHOMA in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

8. CHANGES IN RETAIL SERVICE

- 8.1 AT&T OKLAHOMA will notify CLEC, via Accessible Letter, at the time the tariff is filed with the Oklahoma Corporation Commission for price deregulated services and 10 days prior to the time a tariff is filed with the Oklahoma Corporation Commission for all other regulated services, of any changes in the prices, terms and conditions under which AT&T OKLAHOMA offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers, including, but not limited to, the introduction of any new features, functions, services, promotions, or the discontinuance of current features or services.

9. BILLING FOR LOCAL SERVICE

- 9.1 AT&T OKLAHOMA will bill CLEC for Resale services provided by AT&T OKLAHOMA to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.
- 9.2 AT&T OKLAHOMA will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

10. OPERATIONAL REQUIREMENTS

- 10.1 For terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" for CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T OKLAHOMA, see Attachment 27 Operation Support Systems (OSS) and, for manual ordering, in accordance with the terms and conditions contained in Attachment 2: Manual Ordering and Provisioning-Resale.
- 10.2 AT&T OKLAHOMA will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

11. RESPONSIBILITY FOR ABS CALLS

- 11.1 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to customers. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. CLEC is not responsible for charges the customer generates by accepting calls from facilities such as prisons, correctional facilities, etc as long as CLEC has appropriately ordered TBE (Toll Billing Exception) Blocking on the End User's line. Such calls (leakage) that are delivered to an End User line, which has had TBE Blocking appropriately ordered, shall not be the responsibility of the CLEC and shall be adjusted off the CLEC's bill.

APPENDIX SERVICES/PRICING

1. This Appendix Services/Pricing describes several services which AT&T OKLAHOMA will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of AT&T OKLAHOMA which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

2. PLEXAR® FAMILIES OF SERVICES REQUIREMENTS

- 2.1 CLEC may purchase the entire set PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive CENTREX from AT&T OKLAHOMA. The PLEXAR families of services provided for resale will meet the following requirements:
 - 2.1.1 All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale.
 - 2.1.2 To the extent that CLEC claims that a particular use limitation, term, or condition in AT&T OKLAHOMA's Plexar Tariff which has been approved by the State Commission is inconsistent with the Act or other applicable law, CLEC will nonetheless enforce said use limitation, term or condition until it is determined by the appropriate authority to be unlawful
- 2.2 CLEC may aggregate the PLEXAR families of services, local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.
- 2.3 CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC will pay the rates for DS-1 termination set forth herein for such service.
- 2.4 CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.
- 2.5 CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which AT&T OKLAHOMA provides local exchange service as the incumbent LEC.
- 2.6 CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, PLEXAR Custom, or PLEXAR Express) for resale.
- 2.7 AT&T OKLAHOMA will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Appendix. AT&T OKLAHOMA provision of PLEXAR Custom will be as specified in this paragraph. AT&T OKLAHOMA will offer CLEC the same price AT&T OKLAHOMA provides to its Customers less costs that will be avoided. In addition, AT&T OKLAHOMA will provide CLEC with the same technical and system design support that AT&T OKLAHOMA makes available to AT&T OKLAHOMA's PLEXAR® Custom sales teams and agents. Such support will be provided by AT&T OKLAHOMA to CLEC with the same quality and timelines that AT&T OKLAHOMA provides to AT&T OKLAHOMA's PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by AT&T OKLAHOMA at a reasonable price, mutually acceptable to AT&T OKLAHOMA and CLEC.

3. CLASS AND CUSTOM FEATURES REQUIREMENTS

- 3.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. AT&T OKLAHOMA will provide to CLEC a list of all services and features. As requested by CLEC, AT&T

OKLAHOMA will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by AT&T OKLAHOMA differs from the tariff, the tariff prevails. AT&T OKLAHOMA will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

4. VOLUNTARY FEDERAL CUSTOMER FINANCIAL ASSISTANCE PROGRAMS

- 4.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such AT&T OKLAHOMA customers choose to obtain Resale service from CLEC, AT&T OKLAHOMA will confirm such customers' eligibility to participate in such AT&T OKLAHOMA programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells AT&T OKLAHOMA's Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

5. E911/911 SERVICES

- 5.1 Where available AT&T OKLAHOMA will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC will pay the appropriate PSAP applicable 911 surcharges (as defined by the appropriate Oversight Body) on resold lines. Where requested by AT&T OKLAHOMA, CLEC will provide AT&T OKLAHOMA with accurate and complete information regarding its customers in a format and time frame prescribed by AT&T OKLAHOMA for purposes of 911 administration. AT&T OKLAHOMA will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. AT&T OKLAHOMA will make CLEC Customer information available to the appropriate PSAP. AT&T OKLAHOMA shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Database) used to support E911/911 services.

6. SERVICES TO DISABLED CUSTOMERS

- 6.1 AT&T OKLAHOMA agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When an AT&T OKLAHOMA customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, AT&T OKLAHOMA will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells AT&T OKLAHOMA's disabled services are eligible to receive same.

7. TELEPHONE RELAY SERVICE

- 7.1 Where AT&T OKLAHOMA provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), AT&T OKLAHOMA will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If AT&T OKLAHOMA maintains a record of customers who qualify under any applicable law for Telephone Relay Service, AT&T OKLAHOMA will make such data available to CLEC as it pertains to CLEC Resale service customers.

8. LIFELINE SERVICES

- 8.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. AT&T OKLAHOMA agrees that any Lifeline

Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.

- 8.2 When a AT&T OKLAHOMA Lifeline Services customer chooses to obtain Resale service from CLEC, AT&T OKLAHOMA will confirm such AT&T OKLAHOMA customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells AT&T OKLAHOMA's Lifeline Services are eligible to receive same.
- 8.3 AT&T OKLAHOMA will provide the Lifeline Service to CLEC at the Oklahoma Lifeline Local Exchange Tariff rate, less an additional CLEC state discount as specified in Appendix Services Pricing. AT&T OKLAHOMA is the entity eligible to apply to and receive support from the Oklahoma Universal Service Fund and the Federal Universal Service Fund for Lifeline Service.

9. ADVANCED INTELLIGENT NETWORK

- 9.1 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services AT&T OKLAHOMA offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 9.2 All service levels, features and function components of AIN provided by AT&T OKLAHOMA and offered for resale by CLEC will be provided by AT&T OKLAHOMA at parity with the same services AT&T OKLAHOMA offers to its own customers.
- 9.3 CLEC may purchase any and all levels of AIN service for Resale services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

10. PAY PHONE SERVICES

- 10.1 AT&T OKLAHOMA will provide Payphone Exchange Access Service, including SmartCoin Service, to CLEC at a wholesale discount, for resale, pursuant to AT&T OKLAHOMA's applicable tariffs.

11. CALL TRACE

- 11.1 CLEC end user's activation of Call Trace shall be handled by the AT&T OKLAHOMA Call Trace Center (CTC). AT&T OKLAHOMA shall notify CLEC of requests by its end users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with CLEC's end users (whether that end user is the victim or the suspect) will be coordinated through CLEC.
- 11.2 CLEC understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be CLEC's responsibility to provide additional information necessary for any police investigation. CLEC will indemnify AT&T OKLAHOMA against any claims that insufficient information led to inadequate prosecution.

12. SUSPENSION SERVICES

- 12.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charges on the account back to the suspension date. Should CLEC restore their end user, a Service Connection charge for restoral of service will apply and CLEC will be billed for the appropriate service from the time of suspension.

13. PAYMENTS OF RATES & CHARGES FROM A THIRD PARTY

13.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T OKLAHOMA for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by AT&T OKLAHOMA.

14. SERVICES AVAILABLE FOR RESALE AND ASSOCIATED PRICES

14.1 AT&T OKLAHOMA's Retail Telecommunications Services available for Resale at a 19.8% discount are listed on Appendix Pricing Schedule of Prices.

APPENDIX CUSTOMIZED ROUTING-RESALE

This Appendix to Attachment 1: Resale contains provisions concerning customized routing of Directory Assistance, Operator Services and related Resale services.

1. CUSTOMIZED ROUTING OF CLEC DIRECTORY ASSISTANCE AND OPERATOR SERVICES

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, AT&T OKLAHOMA will provide the functionality and features required to route all calls from CLEC customers for Directory Assistance and Operator Services to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 AT&T OKLAHOMA will make available to CLEC the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by CLEC customers directly to the CLEC Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that CLEC is entitled to IntraLATA toll on resale services and/or unbundled switch elements, AT&T OKLAHOMA agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that AT&T OKLAHOMA delivers to CLEC with the required signaling and data, CLEC will complete the call.
- 1.3 AT&T OKLAHOMA is free to choose the methodology deployed in AT&T OKLAHOMA's network to perform customized routing of Directory Assistance and Operator Services.
- 1.4 AT&T OKLAHOMA will provide the functionality and features within its local circuit switch (LS) providing the resold local service to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.5 AT&T OKLAHOMA will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.6 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact AT&T OKLAHOMA's operator and request the assistance of a supervisor as is done by AT&T OKLAHOMA's operators.
- 1.7 AT&T OKLAHOMA will provide the functionality and features within its LS providing the resold local service to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, AT&T OKLAHOMA will provide post-dial delay at least equal to that provided by AT&T OKLAHOMA for its end user customers.
- 1.8 AT&T OKLAHOMA will forward with all Directory Assistance and Operator Services calls from CLEC customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, ii digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.9 All direct routing capabilities described herein will permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated AT&T OKLAHOMA customers dial for reaching equivalent AT&T OKLAHOMA services.

2. OPERATOR SERVICES BUSY LINE VERIFICATION/EMERGENCY INTERRUPT

- 2.1 AT&T OKLAHOMA will provide access to Operator Services Busy Line Verification/Emergency Interrupt (BLV/EI) for Resale services. Such access will be performed by the AT&T OKLAHOMA operator upon receipt of a request from an CLEC operator. AT&T OKLAHOMA will meet the same performance results for CLEC customer requests as it does for AT&T OKLAHOMA customer requests and will size the trunk groups required to perform this function in accordance with the volume demands. AT&T OKLAHOMA will provide to CLEC performance reports for the BLV/EI access and success rates on a quarterly basis for the next 12 months from

the date of the Agreement or as mutually agreed to between the Parties. CLEC acknowledges that AT&T OKLAHOMA will not be able to separate CLEC and AT&T OKLAHOMA results.

3. RATES

- 3.1 The prices, terms and conditions for the provision of customized routing are contained in the Appendix Pricing Schedule of Prices.

APPENDIX DA-RESALE

AT&T OKLAHOMA-PROVIDED DIRECTORY ASSISTANCE SERVICE

This Appendix DA-Resale to Attachment 1: Resale sets forth the terms and conditions under which AT&T OKLAHOMA agrees to provide Directory Assistance Service (DA Service) for CLEC, but only upon CLEC's request therefor.

1. SERVICE

- 1.1 DA Service consists of providing subscriber listing information (name, address and published or Non-List telephone number or an indication of non-published status) to CLEC's customers who call DA according to current AT&T OKLAHOMA methods and practices or as subsequently modified, for the home NPA and/or local/intraLATA serving area, where available, to CLEC's retail end users who dial 411, 1/0+411, 555-1212, 1/0+555-1212 or 1/0+NPA-555-1212 or other dialing arrangement.
- 1.2 Directory Assistance Call Completion (DACC) service consists of AT&T OKLAHOMA completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. AT&T OKLAHOMA will provide DACC to CLEC's customers for local and intrastate intraLATA calls. In the event and to the extent that AT&T OKLAHOMA provides DACC service to its own customers for interstate intraLATA calls, it will provide such service to CLEC's customers.
- 1.3 AT&T OKLAHOMA agrees to provide DACC only in areas where AT&T OKLAHOMA can furnish Automatic Number Identification (ANI) from CLEC's customers to AT&T OKLAHOMA's switch and where CLEC obtains DA service from AT&T OKLAHOMA.

2. DIRECTORY ASSISTANCE SERVICES AND DEFINITIONS

AT&T OKLAHOMA will provide the following DA Services:

- 2.1 Local Directory Assistance. Consists of providing published name, address and telephone number in the local calling area to the dialing end user.
- 2.2 Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 2.3 National Directory Assistance (NDA) A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 2.4 Reverse Directory Assistance (RDA) An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
- 2.5 Business Category Search (BCS) A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 2.6 Emergency Nonpub Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party.
- 2.7 Non-List Telephone Number (also known as DA Only Telephone Number) - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T OKLAHOMA DA Operator.

- 2.8 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a AT&T OKLAHOMA DA Operator.
- 2.9 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a AT&T OKLAHOMA DA Operator.
- 2.10 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.11 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

3. CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION

- 3.1 Call Branding is the process by which an Operator, either live or recorded, may identify the DA provider as being CLEC audibly and distinctly to the CLEC retail end user at the beginning of each DA call. CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC. For CLECs electing to purchase Directory Assistance service from AT&T OKLAHOMA, the CLEC may request either that AT&T OKLAHOMA brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). The Non-Recurring charges for loading the branded or silent announcement are set forth in the Pricing Schedule.
- 3.2 AT&T OKLAHOMA Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users. The AT&T OKLAHOMA DA Operators shall quote CLEC's retail OS/DA rates provided in the "Rate/Reference" input from the CLEC. If further inquiries are made about rates, billing and/or other "business office" questions, AT&T OKLAHOMA's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also in the "Rate/Reference" input from the CLEC). In all cases the rates and business office references quoted to the customer and those applied to the call will be CLEC's, and not AT&T OKLAHOMA. The Non-Recurring charges for loading the Rate/Reference inputs from CLEC are set forth in the Pricing Schedule.

4. RESPONSIBILITIES OF AT&T OKLAHOMA

- 4.1 AT&T OKLAHOMA will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from AT&T OKLAHOMA.
- 4.2 AT&T OKLAHOMA will provide and maintain its own equipment to furnish DA Services, including equipment necessary for routing calls and signals to the AT&T OKLAHOMA serving office.
- 4.3 AT&T OKLAHOMA will provide DA Service to CLEC customers using current and updated DA records and in accordance with AT&T OKLAHOMA's current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to AT&T OKLAHOMA end users, as documented in AT&T OKLAHOMA's tariffs, including permitting multiple end user queries per directory assistance call, where applicable.
- 4.4 AT&T OKLAHOMA will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or NPA+555-1212.
- 4.5 AT&T OKLAHOMA will include current CLEC customer listing information in AT&T OKLAHOMA's DA database.

5. PRICING

- 5.1 Rates to be charged to CLEC by AT&T OKLAHOMA for the DA Services provided pursuant to this Appendix are set forth in the Pricing Schedule. Where AT&T OKLAHOMA affords customers making calls to DA a monthly free call allowance, AT&T OKLAHOMA will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.

6. LIABILITY

6.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

7. TERM OF APPENDIX

7.1 This Attachment will continue in force for the length of the Interconnection Agreement, but may be cancelled after no less than twelve (12) months of provision of service by AT&T OKLAHOMA. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T OKLAHOMA's DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T OKLAHOMA DA services upon one hundred-twenty (120) days advance written notice to AT&T OKLAHOMA.

7.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay AT&T OKLAHOMA, within thirty (30) days of the issuance of any bills by AT&T OKLAHOMA, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by AT&T OKLAHOMA pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty (120) days notice, termination charges are not applicable.

APPENDIX OS-RESALE

AT&T OKLAHOMA-PROVIDED LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which AT&T OKLAHOMA agrees to provide local and intraLATA operator services (Operator Services) for CLEC, but only upon CLEC's request therefore. This Appendix applies only to operator assistance services provided within a LATA.

1. AT&T OKLAHOMA will provide the following three tiers of Operator Services:

- 1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of an AT&T OKLAHOMA Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where AT&T OKLAHOMA has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2. AT&T OKLAHOMA will provide to CLEC the call types in Sections 3.0 through 8.0 below:

3. FULLY AUTOMATED COLLECT AND BILL TO THIRD NUMBER SERVICE - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:

- 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
- 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
- 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 3.4 Fully Automated Calling Card Service - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix is one for which AT&T OKLAHOMA can perform billing validation.

4. SEMI-AUTOMATED STATION-TO-STATION - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.

5. SEMI-AUTOMATED PERSON-TO PERSON - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:

- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.

6. OPERATOR HANDLED STATION-TO-STATION - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

7. OPERATOR HANDLED PERSON-TO-PERSON - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

8. OPERATOR TRANSFER SERVICE - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in AT&T OKLAHOMA's Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

9. CALL BRANDING - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC's audibly and distinctly to the CLEC retail end user at the beginning of each OS call. In all cases, AT&T OKLAHOMA will brand OS call in CLEC's name. CLEC may request either that AT&T OKLAHOMA brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.

- 9.1 CLEC will provide AT&T OKLAHOMA with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC or brand in silence at the CLECs request. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services.
- 9.2 AT&T OKLAHOMA Operator Services operators will provide Operator Services Rate Information upon request to CLEC's end users.

10. OTHER OPERATOR ASSISTANCE SERVICES

- 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 10.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 10.3 Handling of Emergency Calls to Operator - AT&T OKLAHOMA agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that AT&T OKLAHOMA processes the same type of call for a AT&T OKLAHOMA end user customer.

- 10.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 10.5 Reference/Rater Information - are AT&T OKLAHOMA's databases referenced by an AT&T OKLAHOMA Operator for CLEC OS specific information as provided by the CLEC such as its business office, repair and OS rates.

11. RESPONSIBILITIES OF THE PARTIES

- 11.1 AT&T OKLAHOMA will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.
- 11.2 Facilities necessary for AT&T OKLAHOMA to provide Operator Services to CLEC will be provided by AT&T OKLAHOMA using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 11.3 CLEC will furnish all records required by AT&T OKLAHOMA to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by AT&T OKLAHOMA. CLEC will provide the initial data by a date mutually agreed to between CLEC and AT&T OKLAHOMA. CLEC will keep this data current using procedures mutually agreed to by CLEC and AT&T OKLAHOMA. CLEC will provide all data and changes to AT&T OKLAHOMA in the mutually agreed to format(s).
- 11.4 AT&T OKLAHOMA will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement as necessary for CLEC to verify traffic volumes and bill its end users.

12. METHODS AND PRACTICES

- 12.1 AT&T OKLAHOMA will provide Operator Services in accordance with the operator methods and practices in effect for AT&T OKLAHOMA at the time the call is made, unless otherwise agreed in writing by both Parties.

13. PRICING

- 13.1 Rates to be charged to CLEC by AT&T OKLAHOMA for the Operator Services provided pursuant to this Appendix are set forth elsewhere in this Agreement.

14. LIABILITY

- 14.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

15. OPERATOR SERVICE (OS) REFERENCE/RATER INFORMATION

- 15.1 For AT&T OKLAHOMA's TOPs switches that serve the exchanges where CLEC elects to purchase Operator Services, CLEC must provide CLEC Rate/Reference Information to AT&T.
- 15.2 When an AT&T OKLAHOMA Operator receives a rate request from a CLEC retail end user, where technically feasible and available, AT&T OKLAHOMA will quote the applicable OS rates as provided by the CLEC.
- 15.3 CLEC must furnish OS Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to AT&T OKLAHOMA a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC retail end user and those applied to the call will be the CLEC's.
- 15.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for OS service (Custom Rates), or elect to duplicate the AT&T OKLAHOMA's OS rates in effect

at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or AT&T OKLAHOMA Mirrored Rates, such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the AT&T OKLAHOMA Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if AT&T OKLAHOMA changes its rates, AT&T OKLAHOMA will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 15.5 below.

- 15.5 If CLEC utilizes Custom Rates and/or Mirror Rates, CLEC will inform AT&T OKLAHOMA, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide AT&T OKLAHOMA updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 15.6 An initial non-recurring charge will apply per state, per OCN, per TOPs switch for loading of CLEC's Custom or Mirrored OS Rate/Reference information. An additional non-recurring charge will apply per state, per OCN, per TOPs switch for each subsequent change to either the CLEC's Custom or Mirrored OS Rate or Reference information.

16. TERMS OF ATTACHMENT

- 16.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T OKLAHOMA OS services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T OKLAHOMA DA services upon one hundred-twenty (120) days advance written notice to AT&T OKLAHOMA.
- 16.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay AT&T OKLAHOMA, within thirty (30) days of the issuance of any bills by AT&T OKLAHOMA, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by AT&T OKLAHOMA pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

APPENDIX WHITE PAGES (WP) – RESALE

This Appendix White Pages - Resale (WP-Resale) to Attachment 1: Resale, sets forth AT&T OKLAHOMA's and CLEC's agreement to the following terms and conditions for the inclusion of CLEC Customer information associated with Resale services in the White Pages directories:

1. INTRODUCTION

- 1.1 AT&T OKLAHOMA publishes White Pages directories for geographic local service areas in which CLEC also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate AT&T OKLAHOMA White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.
- 1.3 AT&T OKLAHOMA will make available to CLEC, for these CLEC customers, nondiscriminatory access to White Pages directory listings (Directory Listings), as described in Section 2.0 of this Attachment.

2. SERVICE PROVIDED

- 2.1 AT&T OKLAHOMA will use the practices and procedures and the rules and regulations applicable to its provision of White Pages directories on a nondiscriminatory basis. AT&T OKLAHOMA will include in appropriate White Pages directories the primary alphabetical listings of all CLEC customers (other than non-published or non-list Customers) located within the local directory area. When CLEC provides its subscriber listing information to AT&T OKLAHOMA's listings database, CLEC will receive for its End User, one primary listing in AT&T OKLAHOMA's White Pages directory and a listing in AT&T OKLAHOMA's directory assistance database.
- 2.2 CLEC will furnish to AT&T OKLAHOMA subscriber listing information pertaining to CLEC customers located within the AT&T OKLAHOMA local directory area, along with such additional information as AT&T OKLAHOMA may require to prepare and print the alphabetical listings of said directory. AT&T OKLAHOMA will accept listing information from CLEC according to the manual and mechanized listing methods, procedures and ordering instructions provided via the CLEC Online website. CLEC agrees to submit listing information via the mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC retail end users. AT&T OKLAHOMA shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates.
- 2.3 AT&T OKLAHOMA will include the listing information for CLEC's customers for Resale services in AT&T OKLAHOMA's White Pages directory database in the same manner as it includes listing information for AT&T OKLAHOMA's end user customers.
- 2.4 AT&T OKLAHOMA will provide, via the AT&T CLEC Online web site, the directory listing criteria, methods, procedures and ordering information to CLEC for White Pages listings and will provide changes to such criteria not later than thirty (30) days in advance of such changes becoming effective. This information will include, but not be limited to:

- 2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);
- 2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available.
- 2.5 Publication schedules for the White Pages: CLEC can access via the AT&T CLEC Online website, the directory close dates for areas where CLEC is providing local service. AT&T OKLAHOMA will provide directory schedule updates, including the directory schedule for a new calendar year, not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 CLEC's subscriber listings are to be interfiled (interspersed) with AT&T OKLAHOMA's and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.7 AT&T OKLAHOMA will deliver AT&T OKLAHOMA's White Pages directory to CLEC's End Users at no charge in the same manner and at the same time that they are delivered to AT&T OKLAHOMA's subscribers during the annual delivery of newly published directories.
- 2.8 AT&T OKLAHOMA has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with AT&T OKLAHOMA's directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.9 At its option, CLEC may purchase one (1) information pages (Customer Guide Pages) in the informational section of the AT&T OKLAHOMA White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than AT&T OKLAHOMA information pages. CLEC will provide to AT&T OKLAHOMA, sixty (60) days prior to the directory close date, the information page(s) in camera ready format. AT&T OKLAHOMA will have the right to approve, and, with CLEC's agreement, AT&T OKLAHOMA may, but is not required to, revise the format and content of such information page(s). See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.10 AT&T OKLAHOMA will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be minimum size of 4 column directories = 1 1/2" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the Local Service Alternatives section of the directory. In order to have such information published sixty (60) calendar days prior to directory close date, CLEC will provide AT&T OKLAHOMA the information to be published on the information page according to the instructions provided on AT&T CLEC Online website CLEC will be limited to a maximum of one representation of the "index type" information box in any single edition of a AT&T OKLAHOMA White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).
- 2.11 AT&T OKLAHOMA will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the AT&T CLEC Online website. Upon request, AT&T OKLAHOMA will provide daily electronic directory listing verification via AT&T OKLAHOMA's White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully processed on the previous workday. Information for directory listing verification is located on the AT&T CLEC Online website.
- 2.12 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, AT&T OKLAHOMA will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the

Business Office Close Date for a particular directory. AT&T OKLAHOMA will accept standing requests for this report on those White Page directories specified by CLEC.

2.13 In addition at least sixty (60) calendar days prior to the business office close date for a particular directory, AT&T OKLAHOMA will provide CLEC, upon request, a CLEC specific directory listing verification list. This verification list shall contain only CLEC's end users and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will make its request for this verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to AT&T OKLAHOMA via the appropriate directory listing correction process no less than thirty (30) days prior to the AT&T OKLAHOMA Business Office Close date for that directory, provided that AT&T OKLAHOMA made the electronic verification list available to CLEC in a timely manner as specified above.

3. OWNERSHIP AND USE OF SUBSCRIBER LISTING INFORMATION

3.1 Subscriber listing information for Resale services, maintained in AT&T OKLAHOMA's White Page database including listings of CLEC Customers, is and will remain the property of AT&T OKLAHOMA. AT&T OKLAHOMA may provide to Third Parties such subscriber listing information that includes CLEC Customers. Nothing in this Section is intended to preclude CLEC's independent development of subscriber listing information and provision of the same to Third Parties.

4. RATES

4.1 Rates associated with this Attachment are in the Price Schedule.

4.2 CLEC may purchase non-published, non-listed, foreign, enhanced or other listings in addition to the primary listing on a per listing basis and will pay AT&T OKLAHOMA amounts attributable to such listings used by its customers in accordance with the applicable AT&T OKLAHOMA tariff.

ATTACHMENT 2: MANUAL ORDERING AND PROVISIONING - RESALE

1. GENERAL REQUIREMENTS

- 1.1 Except as provided in Attachment 27: Operations Support System (OSS) AT&T OKLAHOMA will provide pre-order, ordering and provisioning services for manually submitted orders, conversion orders and/or manual migration orders associated with AT&T OKLAHOMA's Resale services under the Agreement pursuant to the requirements set forth in this Attachment.
- 1.2 For all Resale services ordered and submitted manually under the Agreement, AT&T OKLAHOMA will provide pre-order, ordering and provisioning services in parity to the services AT&T OKLAHOMA provides to its End Users.
- 1.3 AT&T OKLAHOMA will, and CLEC may, participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for manual processing of pre-order to use the most current version of AT&T OKLAHOMA's (LSPOR) and for, ordering and provisioning to utilize the pursuant to the most current version of AT&T OKLAHOMA's Local Service Pre-Ordering Requirements (LSOR).
- 1.4 Neither Party waives any of its rights as participants in such forums in the implementation of the standards.
- 1.5 AT&T OKLAHOMA agrees to provide, the pre-service ordering information (i.e., address verification, telephone number assignment, and Customer Service Record information (CSR) in English, USOC and FID format subject to the most current version of the Local Service Pre-Ordering Requirements (AT&T OKLAHOMA's LSPOR) and the terms and conditions as set forth in Attachment Resale.
- 1.6 Pre-order, Ordering and Provisioning requests for Manual Migration and/or Conversion of Resale Services provided by AT&T OKLAHOMA to the CLEC, where the CLEC is not utilizing an electronic OSS interface, will be transmitted via facsimile to the CLEC's Local Service Center (LSC). In coordinating conversions or migrations, AT&T OKLAHOMA's LSC will respond to the CLEC's calls with the same level of service in which AT&T OKLAHOMA provides to its local exchange End Users.
- 1.7 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to that Party's LSC or equivalent) between 8:00 A.M. C.S.T. to 5:30 P.M., C.S.T., Monday through Friday (except holidays).
- 1.8 AT&T OKLAHOMA will respond to emergency requests for after hours provisioning via the Local Ordering Center (LOC), 24 hrs/day, 7 days a week. AT&T OKLAHOMA will provide ordering, provisioning and migration services for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through its LSC or LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that AT&T OKLAHOMA provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 A.M. to 5:30 P.M.) ordering, provisioning and migration services. For each request AT&T OKLAHOMA will quote, within one (1) business day of the request, a cost-based rate for the number of hours and material estimated for such services. If CLEC accepts AT&T OKLAHOMA's quote, AT&T OKLAHOMA will perform such services to the Requesting Party in the same manner as it does for itself and will bill CLEC the Requesting Party for the actual hours worked and material used.
- 1.9 AT&T OKLAHOMA will provide CLEC with the same provisioning intervals and procedures for design and complex services that it provides to its customers End Users.
- 1.10 AT&T OKLAHOMA will provide a Layout Record Cards for designed or complex Resale services, upon request by the CLEC.
- 1.11 AT&T OKLAHOMA will provide to CLEC advanced information on the details and requirements for planning and implementation of NPA splits within its servicing area.

- 1.12 AT&T OKLAHOMA will provide a subset of the Street Address Guide (SAG), which includes street addresses and the associated serving switches, enabling CLEC to map a End User address to a specific serving switch via CDROM, its website or other mutually agreed upon methods.
- 1.13 Each Party will train its employees who have contact with the other Party or any other LSP not to discriminate or disparage against any LSP or LSP End User, including the Parties to this Agreement.
- 1.14 AT&T will, and CLEC may, participate in the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact the daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.
- 1.15 AT&T OKLAHOMA and CLEC will work cooperatively regarding fraud and service annoyance call handling.
- 1.16 All misdirected calls from CLEC's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that End Users become identifiable, such End Users will be directed to call CLEC at a designated 800 number. CLEC and AT&T OKLAHOMA will agree on the scripts to be used for this purpose.
- 1.17 AT&T OKLAHOMA's LSC or equivalent will provide coordination support for all designed and/or complex Resale services provided to CLEC. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 1.18 AT&T OKLAHOMA will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the AT&T OKLAHOMA 9-1-1 database for End Users served by CLEC through resale. CLEC may request that electronic compare files be provided for all of CLEC's resale End User accounts in Oklahoma (sorted by NPA), or by specific NPA. At CLEC's option, AT&T OKLAHOMA will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by AT&T OKLAHOMA within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to AT&T OKLAHOMA via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the Parties.

2. PRE-ORDER AND ORDERING REQUIREMENTS

- 2.1 AT&T OKLAHOMA will provide to CLEC a Firm Order Confirmation (FOC), service completion, and other provisioning data and information.
- 2.2 Absent Oklahoma Commission ruling on migration activity. For migration activity, in response to a CLEC's CSR (Customer Service Request) AT&T OKLAHOMA will provide End User information, including End User name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the End User is provisioned. Also, AT&T OKLAHOMA will:
 - 2.2.1 Identify features and services to which the End User subscribes. CLEC agrees that its representatives will not access the information specified in this Subsection unless CLEC has obtained an authorization for release of CPNI;
 - 2.2.2 AT&T OKLAHOMA will assign a telephone number (if the End User does not have one assigned). Reservation and aging of these numbers remain AT&T OKLAHOMA's responsibility.
 - 2.2.3 Perform address verification.
 - 2.2.4 Determine if a service call is needed to install the line or service;

- 2.2.5 Provide service availability dates to the customer;
- 2.2.6 Provide information regarding the dispatch/installation schedule, if applicable; and
- 2.2.7 Provide PIC options for intraLATA toll and interLATA toll.
- 2.3 All CSR data exchanged must include English, USOC and FID format.

3. ORDERING REQUIREMENTS

- 3.1 Pursuant to Attachment 1 Resale and upon CLEC's request through a non-vacation Suspend/Restore order, AT&T OKLAHOMA will suspend or restore the functionality of any applicable Resale service, where technically feasible and in parity with AT&T OKLAHOMA's End Users.
- 3.2 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in the Pricing Schedule.
- 3.3 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T OKLAHOMA's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.4 When a CLEC End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in the Pricing Schedule and are applied per billable telephone number.
- 3.5 AT&T OKLAHOMA will provide to CLEC the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T OKLAHOMA provides such blocking capabilities to its End Users and to the extent required by law.
- 3.6 When ordering a Resale service, CLEC may order from AT&T OKLAHOMA separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order as discussed in Attachment 1, Resale. AT&T OKLAHOMA will accept PIC change orders for intraLATA toll and long distance services.
- 3.7 When CLEC submits migration orders for a Resale service, all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of switch feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 3.8 When AT&T OKLAHOMA converts a CLEC End User's existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Pricing Schedule; no wholesale discount is available for the non-recurring service order charges for those services listed in Pricing Schedule under the heading "OTHER (Resale)."
- 3.9 AT&T OKLAHOMA will provide standard provisioning intervals for all Resale services.

3.10 AT&T OKLAHOMA will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. AT&T OKLAHOMA will use a mechanized process to ensure that AT&T OKLAHOMA's directory listing, 911 and LIDB information for the End User is not deleted during the process of converting that End User to resold service provided by a CLEC.

4. PROVISIONING REQUIREMENTS

- 4.1 Except in the event of the migration of an End User's service, only the provider of record can make changes to that End User's service.
- 4.2 Upon request from CLEC, AT&T OKLAHOMA will provide an intercept referral message that includes any new telephone number of CLEC End User for the same period of time that AT&T OKLAHOMA provides such messages for its own End Users. CLEC and AT&T OKLAHOMA will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by AT&T OKLAHOMA for its own End Users.
- 4.3 AT&T OKLAHOMA will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple Working Telephone Numbers (WTNs) may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, Due Date (DD), Service Order number.
- 4.4 Upon work completion, AT&T OKLAHOMA will provide CLEC an SOC (Service Order Completion) notice via facsimile or other mutually agreed upon method.
- 4.5 Where available, AT&T OKLAHOMA will perform pre-testing for support of Complex Resale Services and will, upon request, provide all test and turn up results in support of said pre-testing via facsimile or as mutually agreed upon by the Parties.
- 4.6 As soon as identified, AT&T OKLAHOMA will provide CLEC any reject error notifications via facsimile or other method agreed upon by the Parties.
- 4.7 When available, AT&T OKLAHOMA will provide CLEC notice when AT&T OKLAHOMA's committed Due Date (DD) is in jeopardy of not being met by AT&T OKLAHOMA on any Resale service via facsimile or other method as mutually agreed upon by the Parties. When available, AT&T OKLAHOMA will concurrently provide the revised DD via facsimile or other method as agreed upon by the Parties.
- 4.8 When a AT&T OKLAHOMA employee visits the premises of a CLEC End User, the AT&T OKLAHOMA employee must inform the End User that he or she is there acting on behalf of their local service provider. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that AT&T OKLAHOMA was on their premises acting on behalf of their local service provider.
- 4.9 AT&T OKLAHOMA technicians will direct CLEC End User to contact their local service provider if a CLEC End User requests a change in service at the time of installation.
- 4.10 AT&T OKLAHOMA will provide via facsimile or as otherwise agreed upon by the Parties, notification of any additional charges, including but not limited to, labor, expedited charges, engineering and proprietary requests associated with a given service. AT&T OKLAHOMA will provide via facsimile, or as otherwise agreed upon by the Parties, notification of any additional charges associated with a given service including required construction charges for a given service. When construction is involved, AT&T OKLAHOMA will obtain the CLEC's approval prior to commencing construction under a CLEC's order for such service. Rates associated with this Section will be applied in parity to AT&T OKLAHOMA's Resale tariffs, or as mutually agreed to by the Parties.

5. ORDER FORMAT AND DATA ELEMENTS FOR RESALE SERVICE

- 5.1 When ordering Resale services, CLEC will use AT&T OKLAHOMA's most current version of the LSOR.

- 5.2 Order format specifications for all migration and/or conversion of Resale services available to be ordered and all End User data required will be made available by AT&T OKLAHOMA to the CLEC, pursuant to AT&T OKLAHOMA's most current version of the AT&T OKLAHOMA LSOR, which will be made available via the AT&T OKLAHOMA website or as otherwise mutually agreed upon by the Parties.
- 5.3 Appropriate ordering and provisioning codes to be used for each Resale service available to be ordered will be made available by AT&T OKLAHOMA to CLEC, pursuant to the AT&T OKLAHOMA's most current version of the AT&T OKLAHOMA LSOR, which will be made available via the AT&T OKLAHOMA website or as otherwise mutually agreed upon by the Parties.

6. ORDER DUE DATE

- 6.1 When CLEC places an order, AT&T OKLAHOMA will specify a Desired Due Date (DDD) and AT&T OKLAHOMA will specify a due date (DD) based on the available intervals. In the event AT&T OKLAHOMA DD is less than the standard interval, the service order will be assigned a DD using the applicable interval. Rates associated with a change in an order DD are identified in the Appendix Pricing Schedule of Prices.
- 6.2 If expedited service is requested, CLEC will populate the Expedite and Expedite Reason on the request. AT&T OKLAHOMA will contact the CLEC and the Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order. Rates for expedited DDs and changes to the expedited DDs will apply as reflected in AT&T OKLAHOMA's Appendix Pricing, Schedule of Prices labeled "Service Order Charges Unbundled Element Expedited." AT&T OKLAHOMA will not complete the order prior to the DD or later than the DD unless authorized by the CLEC.

7. INTENTIONALLY LEFT BLANK

8. CHARGING FOR PROCESSING OF REQUESTS FOR RESOLD SERVICES

- 8.1 When a CLEC End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing Schedule of Prices. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 8.2 When CLEC converts an End User's existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale"; no wholesale discount is available for the non-recurring service order charges for those services listed in Pricing Schedule under the heading "OTHER (Resale)."

ATTACHMENT 3: MAINTENANCE - RESALE

1. GENERAL REQUIREMENTS

- 1.1 AT&T OKLAHOMA will provide repair, maintenance and testing, for all Resale services in accordance with the terms and conditions of this Attachment.

2. MAINTENANCE REQUIREMENTS

- 2.1 AT&T OKLAHOMA will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by AT&T OKLAHOMA in serving its End User, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

3. REPAIR SERVICE RESPONSE

- 3.1 AT&T OKLAHOMA's technicians will provide repair service that is at least equal in quality to that provided to AT&T OKLAHOMA's End Users; trouble calls from CLEC will receive response time and priorities that are at least equal to that of AT&T OKLAHOMA's End Users. CLEC and AT&T OKLAHOMA agree to use the severity and priority restoration guidelines set forth in AT&T OKLAHOMA MMP 94-08-001 dated April 1996, and as subsequently modified.

4. INTERCOMPANY COMMUNICATIONS

- 4.1 AT&T OKLAHOMA Event Notification Process, a Network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by the Network Management Service Center ("NMSC") will utilize the CLEC's Network Management Center ("NMC") or other CLEC identified contacts listed in the "AT&T 13-STATE CLEC Profile" (Section 7, Contact Names) as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting a CLEC End User. Notification will be sent via e-mail, as designated in the CLEC Profile. The CLEC Customer Network Service Center ("CNSC") or the CLEC NMC may call the AT&T OKLAHOMA Local Operation Center (LOC) in order to discuss scheduled activities that may impact CLEC End Users. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

5. EMERGENCY RESTORATION

- 5.1 AT&T OKLAHOMA NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;
 - 5.1.1 Establishment of the AT&T OKLAHOMA LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process.
 - 5.1.2 Methods and procedures for reprovisioning of all Resale services after initial restoration. AT&T OKLAHOMA agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with AT&T OKLAHOMA TSP services for restoration. AT&T OKLAHOMA the will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

6. MISDIRECTED REPAIR CALLS

- 6.1 All misdirected repair calls to AT&T OKLAHOMA from CLEC End Users will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by AT&T OKLAHOMA will refer CLEC End Users (in both English and Spanish when available) to the CLEC 800 number in the

CLEC CNSC. All calls to 611 in AT&T OKLAHOMA's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all End Users. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for AT&T OKLAHOMA End Users to a AT&T OKLAHOMA designated number.

7. REPAIR PROCEDURES

7.1 AT&T OKLAHOMA agrees to the following:

- 7.1.1 The AT&T OKLAHOMA LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number) 24 hours per day, seven (7) days a week.
- 7.1.2 While in manual mode operation, AT&T OKLAHOMA will provide CLEC "estimated time to restore." Upon request, AT&T OKLAHOMA's LOC will provide CLEC status of missed repair commitments. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, additional status will be provided at the CLEC's request. The original trouble commitment will not be changed due to possible loss of priority for that End User. All missed appointments (e.g., vendor meets) will be handled in the same way. See Attachment 27 OSS for any electronic processing. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to CLEC CNSC by 8 a.m. Central Time Zone) or another agreed upon method and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 7.1.3 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC CNMC within one (1) hour.
- 7.1.4 Performance measurements will be measured and reported to CLEC. The CLEC may request service improvement meetings with AT&T OKLAHOMA if the quality of service provided to CLEC End Users based on these measurements is less than that provided to AT&T OKLAHOMA End Users. See Attachment 17 Performance Measurements.
- 7.1.5 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

8. ESCALATION PROCEDURES

8.1 AT&T OKLAHOMA will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of AT&T OKLAHOMA management personnel who are responsible for maintenance issues. CLEC acknowledges that LOC escalation contact list found on CLEC Online meets the requirements of this Section.

9. PREMISES VISIT PROCEDURES

- 9.1 AT&T OKLAHOMA Maintenance of Service Charges, when applicable, will be billed by AT&T OKLAHOMA to CLEC, and not to CLEC's End Users.
 - 9.1.1 Dispatching of AT&T OKLAHOMA technicians to CLEC End User premises shall be accomplished by AT&T OKLAHOMA pursuant to a request received from CLEC. Additionally, dispatching of AT&T OKLAHOMA technicians may occur when AT&T OKLAHOMA detects network trouble during routine maintenance.
 - 9.1.2 When a AT&T OKLAHOMA employee visits the premises of a CLEC local End User, the AT&T OKLAHOMA employee must inform the End User that he or she is there acting on behalf of their local service provider. Materials left at the End User premises (e.g., a door hanger notifying the

End User of the service visit) must also inform the End User that AT&T OKLAHOMA was on their premises acting on behalf of their local service provider.

- 9.1.3 If a trouble cannot be cleared without access to CLEC's local End User's premises and the End User is not at home, the AT&T OKLAHOMA technician will leave at the End User's premises a non-branded "no access" card requesting the End User to call their local service provider for rescheduling of repair.

10. NEW CIRCUIT TESTING

- 10.1 AT&T OKLAHOMA will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.

11. MLT TESTING

- 11.1 AT&T OKLAHOMA agrees to provide access to MLT testing to allow CLEC to test its end user lines for resold AT&T OKLAHOMA's services. AT&T OKLAHOMA will make MLT testing functionality available through AT&T OKLAHOMA's Toolbar Trouble Administration to allow CLEC to test its end-user lines for resold AT&T OKLAHOMA's POTS services.

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE

1. GENERAL

This Attachment 4: Connectivity Billing-Resale describes the requirements for AT&T OKLAHOMA to bill all charges CLEC incurs for purchasing Resale services.

2. BILLABLE INFORMATION AND CHARGES

- 2.1 In accordance with this Agreement, AT&T OKLAHOMA will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from AT&T OKLAHOMA (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. AT&T OKLAHOMA will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.
- 2.2 AT&T OKLAHOMA will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by AT&T OKLAHOMA to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by AT&T OKLAHOMA to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.
- 2.5 AT&T OKLAHOMA will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

3. ISSUANCE OF CONNECTIVITY BILLS - GENERAL

- 3.1 AT&T OKLAHOMA will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. AT&T OKLAHOMA will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar day's written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time

period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.

- 3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay AT&T OKLAHOMA a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide AT&T OKLAHOMA reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at AT&T OKLAHOMA's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4. ELECTRONIC TRANSMISSIONS

- 4.1 AT&T OKLAHOMA will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in AT&T OKLAHOMA's Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If AT&T OKLAHOMA has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. AT&T OKLAHOMA and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5. TAPE OR PAPER TRANSMISSIONS

- 5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and AT&T OKLAHOMA). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the mutually agreeable locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party. The Parties will develop the format for paper or tape transmission as part of the implementation process.

6. TESTING REQUIREMENTS

- 6.1 At least ninety (90) days prior to AT&T OKLAHOMA sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, AT&T OKLAHOMA will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When AT&T OKLAHOMA meets mutually agreed testing specifications, AT&T OKLAHOMA may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7. ADDITIONAL REQUIREMENTS

7.1 AT&T OKLAHOMA agrees that if it transmits data to CLEC in a mechanized format, AT&T OKLAHOMA will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- a) The BAN shall not contain embedded spaces or low values;
- b) The Bill Date shall not contain spaces or non-numeric values;
- c) Each Connectivity Bill must contain at least one detail record;
- d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8. BILL ACCURACY CERTIFICATION

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, AT&T OKLAHOMA will be responsible for transmitting AT&T OKLAHOMA will develop the processes and methodologies required for Resale services bill certification.

9. PAYMENT OF CHARGES

9.1 Payment shall be subject to the terms of the General Terms and Conditions of this Agreement.

10. EXAMINATION OF RECORDS

10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives may examine AT&T OKLAHOMA's documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1. INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions for AT&T OKLAHOMA's provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by AT&T OKLAHOMA to CLEC when CLEC purchases Resale services from AT&T OKLAHOMA.

2. GENERAL REQUIREMENTS FOR USAGE DATA

- 2.1 AT&T OKLAHOMA's provision of Usage Data to CLEC will be in accordance with performance metrics as reported on CLEC Online. AT&T OKLAHOMA's performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers but the AT&T OKLAHOMA's provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers
- 2.2 AT&T OKLAHOMA will retain Usage Data in accordance with the AT&T Daily Usage File User's Guide available on AT&T's CLEC Online website subject to applicable laws and regulations.

3. USAGE DATA SPECIFICATIONS

- 3.1 AT&T OKLAHOMA will provide usage data for CLEC Customers using AT&T OKLAHOMA provided Resale services. Usage Data includes, but is not limited to, the following categories of information:
 - a) Completed calls;
 - b) Use of CLASS/LASS/Custom Features;
 - c) Calls to Directory Assistance where AT&T OKLAHOMA provides such service to an CLEC customer;
 - d) Calls completed via AT&T OKLAHOMA - provided Operator Services where AT&T OKLAHOMA provides such service to CLEC's Local Service customer;
 - e) Station level detail for AT&T OKLAHOMA - provided PLEXAR® families of services;
 - f) Complete call detail and complete timing information for Resale services.
- 3.2 AT&T OKLAHOMA will provide Usage Data for completed calls only for service offerings that AT&T OKLAHOMA records. (e.g., Local Measured Services)
- 3.3 CLEC is responsible for payment of 976 intraLATA information service revenue billed to CLEC by AT&T OKLAHOMA.
- 3.4 The Parties agree to follow established settlement procedures to permit CLEC to receive adjustments from AT&T OKLAHOMA for amounts CLEC customers refuse to pay for 976 service charges forwarded by AT&T OKLAHOMA to CLEC for billing.

4. USAGE DATA FORMAT

- 4.1 AT&T OKLAHOMA will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the AT&T Daily Usage File User's Guide or as otherwise mutually agreed to by the Parties.
- 4.2 AT&T OKLAHOMA will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

5. USAGE DATA REQUIREMENTS

- 5.1 AT&T OKLAHOMA will pack and organize the Usage Data according to EMI guidelines.
- 5.2 AT&T OKLAHOMA will provide Usage Data for Resale services to a CLEC locations as agreed to by the Parties.
- 5.3 AT&T OKLAHOMA will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 CLEC and AT&T OKLAHOMA will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.
- 5.5 AT&T OKLAHOMA will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the AT&T Daily Usage File User's Guide.
- 5.6 AT&T OKLAHOMA will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

6. ALTERNATIVELY BILLED CALLS

- 6.1 Calls that are placed using the services of AT&T OKLAHOMA or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a AT&T OKLAHOMA line or other LEC or LSP are called "Outcollects."
- 6.2 Outcollects: AT&T OKLAHOMA will provide to CLEC the unrated message detail that originates from a CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). AT&T OKLAHOMA will transmit such data to CLEC via the DUF on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to AT&T OKLAHOMA a per message charge, as specified in the Appendix Pricing Schedule of Prices, for AT&T OKLAHOMA's transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate AT&T OKLAHOMA for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.
- 6.3 Incollects: AT&T OKLAHOMA will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). AT&T OKLAHOMA will transmit such data to CLEC via the DUF on a daily basis. AT&T OKLAHOMA will credit CLEC the Billing and Collection (B&C) fee, as specified in the Appendix Pricing Schedule of Prices, per billed message for billing the Incollects. CLEC will pay to AT&T OKLAHOMA a per message charge for AT&T OKLAHOMA transmission of incollect messages to CLEC.

7. PRICING

- 7.1 AT&T OKLAHOMA will bill and CLEC will pay the applicable charges for Usage Data set forth in the Pricing Schedule this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1. INTRODUCTION

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that AT&T OKLAHOMA agrees to offer to CLEC. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each Network Element is set forth in the Pricing Schedule, attached hereto. Unless the context clearly indicates otherwise, the terms "Unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251(c)(3) of the Act.

- 1.1 Subject to Section 1.7 of the General Terms and Conditions of this Agreement, AT&T OKLAHOMA shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.
- 1.2 UNEs, and Declassification
 - 1.2.1 As a result of the FCC's Triennial Review Order, certain Unbundled Network Elements were removed from the FCC's list of Section 251 Unbundled Network Elements ("Declassified") because the FCC concluded that CLECs were unimpaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances, and further directed the state commissions to determine whether CLECs are impaired without access to local switching as a UNE under Section 251 in particular geographic market areas and impaired without access to certain loops and transport routes as UNEs under Section 251. The D.C. Circuit in USTA II vacated portions of the FCC's decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit's vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs.
 - 1.2.2 In this Attachment UNE and Agreement, the terms "Declassified" or "Declassification" mean the situation where AT&T OKLAHOMA is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act as a result of the issuance of a finding by the FCC that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis.
 - 1.2.3 Intentionally Left Blank.
 - 1.2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or UNE in this Agreement is Declassified or is otherwise no longer required to be unbundled under Section 251(c)(3) of the Act, as determined by effective FCC rules and associated effective FCC and judicial orders, then the Transition Procedure defined in Section 1.2.5, below, shall govern.
 - 1.2.5 Transition Procedure for UNEs that are Declassified during the Term of the Agreement
 - 1.2.5.1 Sections 4.7.1.1, 4.7.1.2, 5.3.2, 10.10.1 and 10.10.2 below set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable "caps" are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC's TRO Remand Order.
 - 1.2.6 Intentionally Left Blank.

1.2.7 Transition Plans for Network Elements that No Longer Are UNEs Under Section 251

1.2.7.1 The FCC in the TRO Remand Order determined that certain network elements no longer will be required to be unbundled under Section 251, but also found that these elements must continue to be made available to CLECs for a specified period of time to enable CLECs to serve their embedded customer base and effect an orderly transition away from these Declassified UNEs. The FCC's transition plans apply to the following unbundled network elements: high-capacity loops and high-capacity transport in certain locations, to dark fiber transport and to mass-market unbundled local circuit switching and UNE-P. For purposes of implementing these transition plans, CLEC's "embedded customer base" is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 11, 2005. The terms and conditions for implementing the transition plans described in the TRO Remand Order are set out in detail for each of the affected network elements in subsequent sections of the Attachment.

2. GENERAL TERMS AND CONDITIONS

- 2.1 This Attachment sets forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act in AT&T OKLAHOMA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to provide UNEs and access to UNEs to CLEC in AT&T OKLAHOMA's certificated territory within the state of OKLAHOMA. AT&T OKLAHOMA has no obligation to provide such UNEs to CLEC at locations where AT&T OKLAHOMA has facilities and equipment outside of its certificated territory. The Parties agree that CLEC's local calling areas are not required to match AT&T OKLAHOMA's local calling areas or match AT&T OKLAHOMA's exchange boundaries. Therefore, nothing in this Section 2.1 is intended to preclude CLEC from obtaining Unbundled Network Elements from AT&T OKLAHOMA within AT&T OKLAHOMA's territory and using such Unbundled Network Elements to provide Telecommunications Services that cross AT&T OKLAHOMA's exchange boundaries and local calling areas, including UNE section 251 meet point arrangements with other incumbent LECs.
- 2.1.1 In order to access and use UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to UNEs. Furthermore, by FCC rule, CLEC is prohibited from using an Unbundled Network Element under Section 251 for the exclusive provision of mobile wireless services or interexchange services. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier certificated by the OKLAHOMA Commission to provide local exchange service, and that it will notify AT&T OKLAHOMA as soon as reasonably practical in writing if it ceases to be so certificated. Failure to so notify AT&T OKLAHOMA shall constitute a material breach of this Agreement.
- 2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, AT&T OKLAHOMA will develop and implement such processes, subject to any associated rates, terms and conditions applicable under Commission-approved tariffs or this interconnection agreement. AT&T OKLAHOMA shall use existing processes already developed, if possible; if doing so is not possible, AT&T OKLAHOMA shall promptly determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the date on which this Agreement is approved.
- 2.3 Pursuant to 47 C.F.R. 51.309(a), AT&T OKLAHOMA will not impose limitations, restrictions or requirements on CLEC's request for, or its use of, network elements or Unbundled Network Elements for the service(s) CLEC seeks to offer except those set out in this Attachment, including, without limitation, Section 2.1.1 and 2.20.

2.4 AT&T OKLAHOMA will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with AT&T OKLAHOMA's network for access to Unbundled Network Elements for the provision by CLEC of a Telecommunications Service. If the point designated by CLEC is technically feasible, AT&T OKLAHOMA will make the requested connection.

2.4.1 Except with respect to EELs High Capacity Arrangements (see section 2.20), AT&T OKLAHOMA shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

2.5 Intentionally Left Blank.

2.6 AT&T OKLAHOMA shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of AT&T OKLAHOMA, receives the same quality of service that AT&T OKLAHOMA provides to its own retail customers that receive service from AT&T OKLAHOMA utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what AT&T OKLAHOMA provides itself or any subsidiary, affiliate, or other party (presently found at agreed 47 CFR § 51.311(a), (b)). UNEs available under Section 251 that are provided to CLEC under the provisions of this Attachment shall remain the property of AT&T OKLAHOMA.

2.7 At CLEC's request, AT&T OKLAHOMA shall provide Unbundled Network Elements to CLEC in a manner required by law that allows CLEC to combine those Unbundled Network Elements to provide a Telecommunications Service. Subject to the provisions hereof and at CLEC's request, AT&T OKLAHOMA shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in AT&T OKLAHOMA's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at CLEC's request, AT&T OKLAHOMA shall also combine for CLEC any sequence of Unbundled Network Elements that AT&T OKLAHOMA "ordinarily combines" for itself or its end users. AT&T OKLAHOMA shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by AT&T OKLAHOMA or AT&T OKLAHOMA's end users where AT&T OKLAHOMA provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined," and AT&T OKLAHOMA will not have an obligation to provide the combination, if (1) AT&T OKLAHOMA does not provide services using such a combination of unbundled network elements; (2) where AT&T OKLAHOMA does provide services using such combination, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Oklahoma Corporation Commission does not require AT&T OKLAHOMA to provide as an Unbundled Network Element.

2.8 CLEC may combine any Unbundled Network Element with any other element, service, or functionality without restriction, except as delineated in this agreement. Other than the limitations and restrictions set out in this Attachment, there shall be no prohibition against combining unbundled network elements with tariffed services. This paragraph does not limit CLEC's ability to purchase services under applicable AT&T OKLAHOMA resale tariff or under the resale appendix that is part of this Agreement while also utilizing the UNE provisions of this Agreement to the same end user customer.

2.9 Intentionally Left Blank.

2.10 In the event that AT&T OKLAHOMA denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, AT&T OKLAHOMA shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T OKLAHOMA shall have the burden to prove that such denial meets one or more applicable

standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement. AT&T OKLAHOMA will provide Unbundled Network Elements as outlined in this Attachment where facilities exist in AT&T OKLAHOMA's network at the time of CLEC's request. AT&T OKLAHOMA will modify its network as may be required by the Act to make facilities available to CLEC for Unbundled Network Element orders. If facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.

- 2.11 CLEC may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide.
- 2.12 AT&T OKLAHOMA will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements identified in this Attachment to provide a Telecommunications Service under this Agreement. AT&T OKLAHOMA will allow CLEC to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements obtained from AT&T OKLAHOMA or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with AT&T OKLAHOMA's network. Any request by CLEC for AT&T OKLAHOMA to provide a type of connection between Unbundled Network Elements that is not currently being utilized in the AT&T OKLAHOMA network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.37.
- 2.13 When CLEC orders Unbundled Network Elements in combination or as a Commingled Arrangement, and identifies to AT&T OKLAHOMA the type of Telecommunications Service it intends to deliver to its end user customer through that combination or commingling (e.g., POTS, ISDN), AT&T OKLAHOMA will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that AT&T OKLAHOMA provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. Unbundled Network Element combinations provided to CLEC by AT&T OKLAHOMA will meet all performance criteria and measurements that AT&T OKLAHOMA achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).
- 2.14 For each Unbundled Network Element, to the extent appropriate, AT&T OKLAHOMA will provide a demarcation point (e.g., an interconnection point at the Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where AT&T OKLAHOMA provides contiguous Unbundled Network Elements to CLEC, AT&T OKLAHOMA will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the combination is handed off to CLEC.
- 2.15 In the event that AT&T OKLAHOMA denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with unbundled network elements possessed by CLEC, AT&T OKLAHOMA shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T OKLAHOMA shall have the burden, to prove that such denial meets one or more applicable standards for denial, including without limitation those under any applicable FCC rules, and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.12 of this Attachment.
- 2.16 Intentionally Left Blank.
- 2.17 Intentionally Left Blank.

2.18 Conversion of Wholesale Services to UNEs

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, AT&T OKLAHOMA shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, AT&T OKLAHOMA shall within an agreed upon timeframe determine what new processes are necessary and shall establish ordering processes as soon as reasonably possible, but no later than the agreed upon timeframe. AT&T OKLAHOMA shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. AT&T OKLAHOMA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond an agreed upon timeframe.

2.18.2 Except as agreed to by the Parties, AT&T OKLAHOMA shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. Nothing in this Section 2.18.2 prohibits AT&T OKLAHOMA from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long-term contract(s) under which CLEC is obtaining a discount.

2.18.2.1 AT&T OKLAHOMA may charge applicable service order charges and record change charges.

2.18.3 For UNE conversion orders for which AT&T OKLAHOMA has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T OKLAHOMA will charge CLEC the Electronic Service Order (Flow Thru) Record Simple charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then AT&T OKLAHOMA may charge the applicable service order charges and record change charges.

2.18.4 This Section 2.18 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Attachment. The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process that would not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved, the interval for completing conversions shall be mutually negotiated between the Parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.

2.18.5 Unbundled network elements that have been Declassified will be available to CLEC as UNE combinations under Section 251 during the FCC's mandated transition plan in the TRO Remand Order only if CLEC could request and AT&T would be required to provide each UNE separately. AT&T shall convert wholesale services to a UNE or UNE combination if CLEC would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.

2.18.6 This section 2.18 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an AT&T OKLAHOMA service.

2.18.7 In requesting a conversion of an AT&T OKLAHOMA service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by AT&T OKLAHOMA that are applicable to converting the particular AT&T OKLAHOMA service sought to be converted. AT&T OKLAHOMA shall begin billing CLEC at the pricing applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, CLEC's submission of a complete and accurate LSR/ASR requesting the conversion.

2.18.8 Nothing in this Attachment or Agreement is intended to permit or permits CLEC to supersede or dissolve any contract with AT&T OKLAHOMA related to services that might be affected by Section 2.18, including but not limited to, contracts under which CLEC obtains discounted special access services. CLEC may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

2.19 Commingling

2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to any non 251(c)(3) network element or any other wholesale facility or services that CLEC has obtained from AT&T OKLAHOMA. "Commingle" means the act of commingling.

2.19.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T OKLAHOMA will develop and implement processes, subject to any associated rates, terms and conditions applicable under Commission-approved tariffs or this interconnection agreement. AT&T OKLAHOMA shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, AT&T OKLAHOMA shall promptly determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable; provided, however, that compliance with such guidelines shall not delay AT&T OKLAHOMA's provision of Commingling in accordance with Section 2.19 beyond the date on which this Agreement is approved.

2.19.2 Except as prohibited or restricted, in Section 2 and, further, subject to the other provisions of this Agreement, AT&T OKLAHOMA shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T OKLAHOMA to the extent required by FCC rules and orders.

2.19.3 Upon request, and subject to Section 2, AT&T OKLAHOMA shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA (as well as requests where CLEC also wants AT&T OKLAHOMA to complete the actual Commingling), except that AT&T OKLAHOMA shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) AT&T OKLAHOMA's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T OKLAHOMA's network. CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and AT&T OKLAHOMA shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services.

2.19.4 The Parties agree that the Commingled Product Set identified in Exhibit A to this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. An updated Commingled Product Set list will be posted on CLEC Online, and modified, from time to time as new arrangements become available. All other requests shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.

2.19.4.1 When ordering Commingling or a Commingled Arrangement, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA or another ILEC sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made

between them. AT&T OKLAHOMA shall implement CLEC's request for Commingling or Commingled Arrangement in a manner that minimizes disruption to the CLEC's customer's service.

2.19.4.2 AT&T OKLAHOMA shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA. If any Commingling requested by CLEC requires physical work to be performed by AT&T OKLAHOMA, and if an existing charge applies to that work, AT&T OKLAHOMA shall so inform CLEC and, in such instance, AT&T OKLAHOMA shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in the Pricing Schedule. AT&T OKLAHOMA's Preliminary Analysis to the BFR for Commingling shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T OKLAHOMA to perform work not required by this Section 2.19, CLEC shall be charged a market-based rate for any such work.

2.19.5 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any AT&T OKLAHOMA tariff, including without limitation AT&T Tariff F.C.C. No. 73 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the commingled arrangement with any special access component(s), i.e., no ratcheting of the commingled arrangement.

2.19.6 Nothing in this Agreement shall impose any obligation on AT&T OKLAHOMA to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC. The preceding includes without limitation that AT&T OKLAHOMA shall not be obligated to Commingle network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), with facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA. If CLEC does not meet any of the applicable eligibility criteria imposed by FCC rule, including Statutory Conditions, or, for any reason, stops meeting eligibility criteria, including Statutory Conditions, for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.19.7 Where a Commingled Arrangement to be provided to CLEC involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

2.19.8 Intentionally Left Blank.

2.19.9 Subject to this Section 2.19, AT&T OKLAHOMA shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T OKLAHOMA; or

2.19.9.2 Shares part of AT&T OKLAHOMA's network with access or wholesale services.

2.20 EELs

2.20.1 Notwithstanding anything in this Agreement to the contrary AT&T OKLAHOMA agrees to make available to CLEC Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth in this Attachment. AT&T OKLAHOMA shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with AT&T OKLAHOMA's network. AT&T OKLAHOMA shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE

combinations, other than those set out in the FCC's Triennial Review Order and Triennial Review Remand Order in this Attachment 6.

2.20.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.2.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect, unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Capacity Included Arrangement is either:

2.20.1.1.1an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

2.20.1.1.2an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.

2.20.2 AT&T OKLAHOMA shall make Low Capacity EELs available to CLEC without restriction. AT&T OKLAHOMA shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.1.1.1 and 2.20.1.1.2) only when CLEC satisfies all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Included Arrangement requested.

2.20.2.1 CLEC (directly and not via an Affiliate) has received state certification from the Oklahoma Commission to provide local voice service in the area being served.

2.20.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, e.g., each DS1 UNE loop combined with DS1/DS3 transport:

2.20.2.2.1 Each circuit to be provided to each customer will be assigned a local telephone number (NPA-NXX-XXXX), including to each DS1 circuit and to each DS1 equivalent circuit of a DS3 EEL.

2.20.2.2.2 Each DS1 equivalent circuit on a DS3 EEL arrangement, or on any other High-Capacity Included Arrangement, must have its own local telephone number assignment, so that each fully utilized DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.20.2.2.3 Each DS1 or DS1 equivalent circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit; CLEC may, at CLEC's option, satisfy this condition by certifying at the time it orders the EEL(s) that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

2.20.2.2.4 Collocation: Each of CLEC's DS1 and/or DS3 circuit(s) to be provided to each customer will terminate in a collocation arrangement. Where there is no single customer premises, such as where the traffic from multiple DS1 wireline end user loops are aggregated onto a DS3 transport facility, the point of aggregation will serve as the customer premises for

purposes of this requirement. The collocation arrangement cannot be in an Interexchange carrier POP or an Internet service provider POP. However, CLEC may satisfy the collocation requirement through shared collocation or by connecting its EEL to another CLEC's entrance facility originating in that other CLEC's collocation space within AT&T OKLAHOMA's central office; and

2.20.2.2.5 Each circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and

2.20.2.2.6 For each 24 DS1 EELs loop or the other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk for the exchange of local traffic. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.

2.20.2.2.7 **Switching:** Each EEL loop circuit to be provided to each customer will be served by switching equipment that is a switch capable of switching local voice traffic.

2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Attachment if it is:

2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T OKLAHOMA's premises within the same LATA as the end user's premises, when AT&T OKLAHOMA is not the collocator; or

2.20.3.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when AT&T OKLAHOMA is the collocator.

2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.

2.20.5 For a new circuit to which Section 2.20.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.2.1 and Section 2.20.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.20.2.2.1 and/or Section 2.20.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T OKLAHOMA provisions such new circuit.

2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20.2.

2.20.6 Before accessing requesting (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by sending a confirming letter to AT&T OKLAHOMA or by completing a form provided by AT&T OKLAHOMA either on a single circuit or a blanket basis at CLEC's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to AT&T OKLAHOMA that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification to AT&T OKLAHOMA from time to time, or will provide in response to AT&T OKLAHOMA's request made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20.2.

2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, AT&T OKLAHOMA may obtain and pay for an independent auditor to audit, on an annual basis, and only based upon good cause, CLEC's compliance in Oklahoma with the conditions set out in Section 2.20.2 through 2.20.4. For purposes of calculating and applying an "annual basis", it means, for AT&T OKLAHOMA, a consecutive 12-month period, beginning upon AT&T OKLAHOMA's written notice that an audit will be performed for AT&T OKLAHOMA, subject to Section 2.20.7.4 of this Section.

2.20.7.1 To invoke its limited right to audit, AT&T OKLAHOMA will send a Notice of Audit to CLEC, identifying the particular circuits for which AT&T OKLAHOMA alleges non-compliance and the cause upon which AT&T OKLAHOMA rests its allegations. The Notice of Audit shall also include all supporting documentation upon which AT&T OKLAHOMA establishes the cause that forms the basis of its allegations that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T OKLAHOMA seek to commence an audit.

2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with Sections 2.20.2 through 2.20.4.

2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Sections 2.20.2 through 2.20.4 CLEC must true-up any difference in payments paid to AT&T OKLAHOMA and the rates and charges CLEC would have owed AT&T OKLAHOMA beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective, CLEC shall submit orders to AT&T OKLAHOMA to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following AT&T OKLAHOMA's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Oklahoma Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, AT&T OKLAHOMA may initiate and effect such a conversion on its own without any further consent by CLEC. CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by AT&T OKLAHOMA unless CLEC agrees to such charges in advance. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in Sections 2.20.2 through 2.20.4 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Oklahoma Commission and if the Commission upholds the auditor's finding, CLEC shall true-up the payments made at UNE rates and the payments it should have paid.

2.20.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the Service Eligibility Requirements Criteria, CLEC shall reimburse AT&T OKLAHOMA for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for AT&T OKLAHOMA' necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that AT&T OKLAHOMA is required to pay CLEC's costs under Section 2.20.7.4.2.

2.20.7.4.2 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, AT&T OKLAHOMA shall reimburse CLEC for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).

2.20.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of two years.

2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.20 in all cases and, further, the failure of AT&T OKLAHOMA to require such compliance, including if AT&T OKLAHOMA provides an EEL(s) or a Commingled EEL(s) that does not meet any eligibility criteria including those in Section 2.20.2 through 2.20.4, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.21 Reservation of Rights/Intervening Law

2.21.1 Except as otherwise set forth in this Attachment, AT&T OKLAHOMA's provision of UNEs identified in this Attachment is subject to the intervening law/change in law language in the General Terms and Conditions of this Agreement and applicable law, including but not limited to, Section 251(d) of the Federal Act.

2.22 Various Subsections below list the Unbundled Network Elements that AT&T OKLAHOMA has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a Telecommunications Service. AT&T OKLAHOMA will make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.37 of this Attachment.

2.23 Subject to the terms herein, AT&T OKLAHOMA is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AT&T OKLAHOMA is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those elements.

2.24 Except upon request, AT&T OKLAHOMA will not separate preexisting combinations of network elements that are already combined in AT&T OKLAHOMA's network.

2.25 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are disconnected because CLEC has lost that end user as a customer, they will be made available to AT&T OKLAHOMA for future provisioning needs, consistent with the state Commission's rules and guidelines governing migration. CLEC agrees to relinquish control of any such UNE concurrent with CLEC's acknowledgment of the disconnection notice returned by AT&T OKLAHOMA.

2.26 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.27 AT&T OKLAHOMA will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of AT&T OKLAHOMA's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by AT&T OKLAHOMA and CLEC.

2.28 The use of the term "lease" notwithstanding, Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of AT&T OKLAHOMA.

2.29 The Section 251 Unbundled Network Elements provided pursuant to this Agreement will be available to AT&T OKLAHOMA at times mutually agreed upon in order to permit AT&T OKLAHOMA to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.30 Except as provided in other Attachments to this Agreement, CLEC's use of any AT&T OKLAHOMA Section 251 Unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T OKLAHOMA Section 251 Unbundled Network Element will not materially interfere with or impair service over any facilities of AT&T OKLAHOMA, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T OKLAHOMA may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Section 251 Unbundled Network Element(s) causing the violation.

2.31 AT&T OKLAHOMA and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their Telecommunications Services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what AT&T OKLAHOMA provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

2.32 Order Rejections and Error Codes

2.32.1 AT&T OKLAHOMA shall advise CLEC of all errors that could cause a reject on an order on the initial rejection, with an explanation for each error. The explanations can continue to be in the form of the standard error codes.

2.32.2 AT&T OKLAHOMA shall notify CLEC thirty (30) days in advance of changes/additions to its standard error codes.

2.33 Performance of Unbundled Network Elements

2.33.1 Each Section 251 Unbundled Network Element provided by AT&T OKLAHOMA to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which AT&T OKLAHOMA provides to itself. Each Section 251 Unbundled Network Element will be provided in accordance with AT&T OKLAHOMA Technical Publications or other written descriptions. Further, changes may be made from time to time by AT&T OKLAHOMA. Such publications will be shared with CLEC. CLEC may request, and AT&T OKLAHOMA may provide, to the extent technically feasible, Section 251 Unbundled Network Elements that are superior or lesser in quality than AT&T OKLAHOMA provides to itself and such service will be requested pursuant to the BFR process.

2.33.2 AT&T OKLAHOMA will provide a AT&T OKLAHOMA Technical Publication or other written description for each Section 251 Unbundled Network Element identified and offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element. The Technical Publications or other written description shall be posted on AT&T OKLAHOMA's CLEC Online website.

2.33.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 CFR Sections 51:325-335. CLEC will be solely

responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications services which may be required because of changes in facilities, operations or procedure of AT&T OKLAHOMA, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.33.4 AT&T OKLAHOMA will provide notification of network changes in accordance with 47 CFR Section 51:325-335,

2.33.5 For Unbundled Network Elements purchased through the BFR Process, AT&T OKLAHOMA, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.

2.33.6 For each Section 251 Unbundled Network Element identified and provided for in this Attachment, AT&T OKLAHOMA Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.

2.33.7 AT&T OKLAHOMA will provide performance measurements as outlined in Attachment 17 under this Agreement and/or as otherwise ordered by the Oklahoma Commission or FCC. AT&T OKLAHOMA will not levy a separate charge for providing this information.

2.34 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will mutually agree which requirement will apply.

2.35 When CLEC purchases Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, AT&T OKLAHOMA will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from AT&T OKLAHOMA.

2.36 Intentionally Left Blank.

2.37 Bona Fide Request (BFR)

2.37.1 Bona Fide Request ("BFR") is the process by which CLEC may submit a request for AT&T OKLAHOMA to provide access to a Network Element that is new, undefined or a Commingled Arrangement not identified in Exhibit A, (a "Request"), that is required to be provided by AT&T OKLAHOMA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

2.37.2 AT&T OKLAHOMA will promptly consider and analyze access to a new Unbundled Network Element with the submission of an Unbundled Network Element BFR hereunder. The Unbundled Network Element BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.37.3 CLEC may submit an Unbundled Network Element BFR in writing utilizing the Unbundled Network Element BFR Application Form, which will include a technical description of each requested Unbundled Network Element, drawings when reasonably necessary, identified locations where reasonably necessary, a reasonably requested date when interconnection is requested and the projected quantity of interconnection points ordered with a one (1) year demand forecast.

2.37.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.

2.37.5 CLEC may cancel an Unbundled Network Element BFR by providing written notice to AT&T OKLAHOMA in a commercially reasonable manner; provided however, that CLEC will pay AT&T OKLAHOMA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T OKLAHOMA receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if CLEC has provided AT&T OKLAHOMA a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at CLEC's option, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

2.37.6 AT&T OKLAHOMA will promptly consider and analyze each BFR it receives. Within ten (10) business days of its receipt, AT&T OKLAHOMA will acknowledge receipt of the Unbundled Network Element BFR and in such acknowledgement advise CLEC of any further information needed for a complete and accurate Unbundled Network Element BFR Application Form. CLEC acknowledges that the time intervals set forth hereafter in this section begin once AT&T OKLAHOMA has received a complete and accurate Unbundled Network Element BFR Application Form.

2.37.7 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, AT&T OKLAHOMA will provide to CLEC a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will (i) indicate that AT&T OKLAHOMA will offer the request to CLEC or (ii) advise CLEC that AT&T OKLAHOMA will deny its request, (i.e., that access to the Unbundled Network Element BFR is not technically feasible or does not qualify as an Unbundled Network Element that AT&T OKLAHOMA must provide under the Act). If CLEC has paid a deposit, AT&T OKLAHOMA will issue a credit to CLEC, less AT&T OKLAHOMA's reasonable and demonstrable costs.

2.37.8 Following receipt of the Preliminary Analysis, CLEC may, at its discretion, provide written authorization to AT&T OKLAHOMA to develop the Unbundled Network Element BFR and prepare a BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to AT&T OKLAHOMA within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar Unbundled Network Element.

2.37.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR Final Quote, AT&T OKLAHOMA shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the date of availability, the applicable rates (including recurring and non recurring rates) costs, the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.

2.37.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR Final Quote, CLEC must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR Final Quote or (2) submit any disputed issues with the Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. If CLEC confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), AT&T OKLAHOMA will promptly proceed with developing and providing the Unbundled Network Element.

2.37.11 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement which also provides for mediation or arbitration proceedings as needed.

2.37.12 If AT&T OKLAHOMA provides any Unbundled Network Element not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, AT&T OKLAHOMA will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the Bona Fide Request process. AT&T OKLAHOMA shall notify all CLECs, through Accessible Letter, that an Unbundled Network Element will be available as a result of a BFR; such notice shall be provided no later than thirty (30) days prior to the new Unbundled Network Element's availability. Whenever CLEC requests to purchase a particular AT&T OKLAHOMA Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: AT&T OKLAHOMA will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following AT&T OKLAHOMA's

receipt of CLEC's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

2.37.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR. The Parties agree to prepare and file such amendment expeditiously; AT&T OKLAHOMA shall begin providing the Unbundled Network Element BFR on the date on which the amendment is filed with the Commission, unless a later date is agreed to by the Parties in the BFR process.

3. NETWORK INTERFACE DEVICE

- 3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, AT&T OKLAHOMA shall also provide nondiscriminatory access to the NID as a UNE. Consistent with Section 2.1 of this Attachment UNE, AT&T OKLAHOMA shall provide Network Interface Device under the following terms and conditions in this subsection.
- 3.2 The Network Interface Device (NID) UNE is defined as any means of interconnection of End User customer premises wiring to AT&T OKLAHOMA's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in multi-unit tenant properties where AT&T OKLAHOMA owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of the Inside Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner or the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T OKLAHOMA offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below.
- 3.3 CLEC may obtain unbundled access to the NID on AT&T OKLAHOMA's network side on a stand-alone basis to permit CLEC to connect its own loop facilities to the premises wiring at any customer locations. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T OKLAHOMA based on Time and Material charges set out in the Pricing Schedule. AT&T OKLAHOMA, at the request of CLEC, will disconnect the AT&T OKLAHOMA local loop from the NID, at charges reflected in the Pricing Schedule. CLEC may elect to disconnect AT&T OKLAHOMA's local loop from the NID on the customer's side of the NID, but CLEC shall not perform any disconnect on the network side of the NID.
- 3.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T OKLAHOMA's NID.
- 3.5 AT&T OKLAHOMA shall be under no obligation to install a NID in order to enable CLEC to interconnect to such NID, but AT&T OKLAHOMA shall make available to CLEC any NID that exists at the time CLEC seeks interconnections to a NID to serve an end user customer. The NIDs that CLEC uses under this Attachment will be existing NIDs installed by AT&T OKLAHOMA to serve its End Users.
- 3.6 Neither Party shall attach to or disconnect the other Party's ground. Neither Party shall cut or disconnect the other Party's loop from the NID and/or its protector. Neither Party shall cut any other leads in the NID.
- 3.7 If CLEC requests any additional types of access to the NID not specifically referenced above, AT&T OKLAHOMA will consider the requested type of access via a mutually feasible method, to be facilitated via the Bona Fide Request (BFR) Process.

4. LOCAL LOOP

- 4.1 Consistent with Section 2.1 of this Attachment UNE, AT&T OKLAHOMA shall provide Unbundled Local Loop under the following terms and conditions.
 - 4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an AT&T OKLAHOMA Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T OKLAHOMA will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an AT&T OKLAHOMA Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T OKLAHOMA shall not be obligated to provision any of the UNE loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T OKLAHOMA. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning (subject to applicable charges in the Pricing Schedule). Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services). Local Loop also includes UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.4.4.5, below) and UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.4.5.4, below), where such loops are deployed and available in AT&T OKLAHOMA wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
 - 4.2.1 When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's end-user customer. Therefore, any request by CLEC for a local loop UNE to a high voltage area will be submitted by CLEC to AT&T OKLAHOMA. If CLEC requests that AT&T OKLAHOMA provision the HVPE, CLEC shall be required to pay AT&T OKLAHOMA on an ICB basis for the HVPE that is provisioned by AT&T OKLAHOMA to CLEC in connection with the CLEC's UNE loop order to the high voltage area.
 - 4.3 Routine Network Modifications to UNE loops
 - 4.3.1 AT&T OKLAHOMA shall make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. AT&T OKLAHOMA shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
 - 4.3.2 A routine network modification is an activity that AT&T OKLAHOMA regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T OKLAHOMA ordinarily attaches to a loop to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting Telecommunications Carrier, and AT&T OKLAHOMA is not obligated to perform those activities for CLEC.
 - 4.3.3 AT&T OKLAHOMA shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Pricing Schedule.

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Attachment and in the Appendix Pricing UNE and the Pricing Schedule:

4.4.1 2-Wire Analog Loop

- 4.4.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.4.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T OKLAHOMA will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, AT&T OKLAHOMA will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities. "Spare" means an existing digital loop carrier unbundled loop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to CLEC and CLEC has requested reuse of the loop and will port customer's telephone number to CLEC.

4.4.2 4-Wire Analog Loop

- 4.4.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

4.4.3 2-Wire Digital Loop

- 4.4.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.4.4 4-Wire DS1 Digital Loop

- 4.4.4.1 A DS1 4-Wire 1.544 Mbps digital loop is a transmission facility from the AT&T OKLAHOMA Central Office to the end user premises that will support DS1 service (i.e., usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 4.4.4.2 DS1 loops (where they have not been Declassified and subject to caps set forth in Section 4.4.4.5). A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T-1 services. However, notwithstanding this Section 4.4.4.2, access to UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T OKLAHOMA may elect at its own discretion.
- 4.4.4.3 DS1 UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.
- 4.4.4.4 The procedures set forth in Section 4.4.4.5, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

4.4.4.5 DS1 Loop "Caps"

AT&T OKLAHOMA is not obligated to provide to CLEC more than ten (10) DS1 UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T OKLAHOMA's option it may accept the order, but convert any requested DS1 UNE Loop(s) in excess of the cap to Special

Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.

4.4.5 DS3 Digital Loop

- 4.4.5.1 A DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T OKLAHOMA Central Office to the end user premises.
- 4.4.5.2 DS3 UNE loops will be offered and/or provided only where such Loops have not been Declassified.
- 4.4.5.3 The procedures set forth in Section 4.4.5.4, below will apply in the event DS3 Digital Loops are or have been Declassified.
- 4.4.5.4 DS3 Loop "Caps"

AT&T OKLAHOMA is not obligated to provide to CLEC more than one (1) DS3 UNE loop per requesting carrier to any single building in which DS3 UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 UNE Loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T OKLAHOMA's option it may accept the order, but convert any requested DS3 UNE Loop(s) in excess of the cap to special access, and applicable special access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of provisioning.

4.6 Hybrid Loops

- 4.6.1 A hybrid loop is a local loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At CLEC's request, AT&T OKLAHOMA shall provide CLEC access to a hybrid loop as set forth in this Section.
- 4.6.2 For narrowband access, AT&T OKLAHOMA shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an unbundled basis.
- 4.6.3 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises or in the case of predominantly residential multiple dwelling units (MDUS), a fiber optic cable, whether dark or lit, that extend to the multiunit premises' minimum point of entry (MPOE). AT&T OKLAHOMA shall provide access to FTTH consistent with the terms set forth below.
- 4.6.4 Fiber-to-the-curb loops. A fiber-to-the-curb loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 4.6.5 New builds. An incumbent LEC is not required to provide nondiscriminatory access to a fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when the incumbent LEC deploys such a loop to a residential unit that previously has not been served by any loop facility.
- 4.6.6 Overbuilds. An incumbent LEC is not required to provide nondiscriminatory access to a fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when the incumbent LEC has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:
 - 4.6.6.1 AT&T OKLAHOMA must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the curb loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless AT&T OKLAHOMA retires the copper loop pursuant to Section 51.319(a)(3)(iii).

4.6.6.2 If AT&T OKLAHOMA maintains the existing copper loop pursuant to Section 51.319(a)(3)(ii)(A) it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case AT&T OKLAHOMA shall restore the copper loop to serviceable condition upon request.

4.6.6.3 Should AT&T OKLAHOMA retire the copper loop pursuant to Section 51.319(a)(3)(iii) it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis.

4.6.7 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop or a fiber-to-the-curb loop, AT&T OKLAHOMA must comply with:

4.6.7.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and in ¶51.325 through ¶51.335; and

4.6.7.2 Any applicable state requirements.

4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement

4.7.1 The FCC determined in the TRO Remand Order that CLECs' access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7.1, the following definitions apply:

(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5. In addition, for purposes of tallying the number of fiber-based collocators in an AT&T OKLAHOMA wire center, the term does not include (1) AT&T, (2) TCG Dallas or TCG Houston, or (3) any entity that is a certificated provider of local exchange service and also an affiliate of an incumbent local exchange carrier other than AT&T OKLAHOMA, unless that affiliate actively markets its Telecommunications Services to small business and residential customers and has no fewer than 25,000 retail business and residential customers in the state.

(B) The term "building" is to be interpreted to mean a single structure under one roof or two or more structures on one premises connected by an enclosed or covered passageway.

(C) A "business line" is defined in accordance with 47 C.F.R. 51.5.

4.7.1.1 DS1 Loop Declassification. Subject to the cap described in Section 4.4.4.5, AT&T shall provide CLEC with access to a DS1 UNE Loop, where available, to any building not served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Loops in such wire center(s), or any buildings served by such wire center(s).

4.7.1.2 DS3 Loop Declassification. Subject to the cap described in Section 4.4.5.4, AT&T shall provide CLEC with access to a DS3 UNE Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.7.2. Declassification of DS1 or DS3 Loop(s) after March 11, 2005

Upon Declassification of DS1 Digital Loops or DS3 Digital Loops after March 11, 2005, AT&T OKLAHOMA will provide written notice via an Accessible Letter to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a

transitional period of thirty (30) days from the date of such notice, AT&T OKLAHOMA agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Section 251(c)(3) UNE in the AT&T OKLAHOMA notice letter.

- 4.7.2.1 Subject to the self certification process in Section 4.7.3, unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T OKLAHOMA requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T OKLAHOMA shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available at month to month pricing, or if no analogous access service is available, to such other service arrangement as AT&T OKLAHOMA and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T OKLAHOMA have failed to reach agreement as to a substitute service within such thirty (30) day period, then AT&T OKLAHOMA may disconnect the subject UNE(s) or combination of UNEs.
- 4.7.2.2 Where such UNE(s) or combination of UNEs are converted to an analogous access service, AT&T OKLAHOMA shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of AT&T OKLAHOMA' applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any such UNE(s) or combination of UNEs that CLEC requests AT&T OKLAHOMA to disconnect, or that AT&T OKLAHOMA disconnects as a result of the Parties' failure to reach agreement on a substitute service.
- 4.7.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of CLEC's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to AT&T OKLAHOMA. AT&T OKLAHOMA has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1 and 4.7.1.2, above, and those Sections shall apply. For situations where AT&T OKLAHOMA's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify, if requested to do so by AT&T OKLAHOMA, that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 as to the particular UNE(s) sought. AT&T OKLAHOMA shall provision the requested DS1 or DS3 loop in accordance with CLEC's order and within AT&T OKLAHOMA's standard ordering interval applicable to such loops. AT&T OKLAHOMA shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of AT&T OKLAHOMA's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by CLEC for the affected Loop shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If CLEC does not transition the loop within the 30 day period, then AT&T OKLAHOMA may disconnect the loop. Conversion of DS1 and DS3 loops shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service.

4.8 Transition for Embedded Base Unbundled DS1 and DS3 Loops

- 4.8.1 For any DS1 and DS3 Loop(s) that CLEC had in place and were Declassified as of March 11, 2005 ("Embedded Base"), and which AT&T OKLAHOMA no longer is required to provide on an unbundled basis under Section 251, CLEC must transition its Embedded Base from those loops to other wholesale facilities, including AT&T OKLAHOMA's special access, loops provided by other carriers, or self-provisioned facilities. AT&T OKLAHOMA will provide written notice via an Accessible Letter to CLEC of the Declassification of specific loops. AT&T OKLAHOMA shall continue to provide any existing Section 251 unbundled DS1 and

DS3 Loops until March 10, 2006. After March 10, 2006, if CLEC has not submitted an LSR or ASR, as applicable, to AT&T OKLAHOMA requesting conversion of the Declassified DS1 and DS3 Loops to a wholesale service, AT&T OKLAHOMA shall convert the Declassified loops (s) to an analogous access service at month to month pricing, if available, or if no analogous access service is available, to such other service arrangement as AT&T OKLAHOMA and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale). Conversion of loop circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.

4.8.2 As of the date of conversion of DS1 and/or DS3 loops, any services or products provided by AT&T OKLAHOMA in conjunction with such Loops (e.g. Cross-Connects) shall be billed at wholesale rates. Cross-connects obtained under AT&T OKLAHOMA's physical collocation tariff shall not be repriced to access rates.

5. DARK FIBER DEDICATED TRANSPORT

5.1 AT&T OKLAHOMA shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T OKLAHOMA is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service).

5.2 UNE Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T OKLAHOMA's network. UNE Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.

5.3 Dark Fiber Transport

5.3.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, AT&T OKLAHOMA will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 5.4 below. UNE Dedicated Transport Dark Fiber is defined as AT&T OKLAHOMA dark fiber interoffice transmission facilities dedicated to CLEC that are within AT&T OKLAHOMA's network, connecting AT&T OKLAHOMA switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the AT&T OKLAHOMA network and CLEC's network or the location of CLEC equipment. AT&T OKLAHOMA will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each AT&T OKLAHOMA CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

5.3.2 Dark Fiber Transport Declassification

5.3.2.1 AT&T OKLAHOMA shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 5.3.2.5 (A), (B) and (C), below. As such AT&T OKLAHOMA must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).

5.3.2.2 Upon Declassification of Dark Fiber Transport under this Agreement after March 11, 2005, AT&T OKLAHOMA will provide written notice via an Accessible Letter to CLEC of such Declassification of the element(s) and/or arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, AT&T OKLAHOMA agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice via an Accessible Letter, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Section 251(c)(3) UNE in the AT&T OKLAHOMA notice letter. At the end of the 30-day notice period, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T OKLAHOMA.

5.3.2.2.1 Subject to the self certification process in Section 5.3.3 below unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T OKLAHOMA requesting disconnection or other discontinuance of such Dark Fiber Transport UNE(s) AT&T OKLAHOMA shall convert the subject UNE(s) to such other service arrangement as AT&T OKLAHOMA and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that if CLEC and AT&T OKLAHOMA have failed to reach agreement as to a substitute service within such thirty (30) day period, then AT&T OKLAHOMA may disconnect the Dark Fiber -UNE(s).

5.3.2.3 Products provided by AT&T OKLAHOMA in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under Section 5 where such fiber is Declassified.

5.3.2.4 The Parties agree that activity by AT&T OKLAHOMA under this Section 5.3.2 shall not be subject to the Network Disclosure Rules.

5.3.2.5 Wire Center "Tiers"

- (A) Tier 1 wire centers are those AT&T OKLAHOMA wire centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 wire centers also are those AT&T OKLAHOMA tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (B) Tier 2 wire centers are those AT&T OKLAHOMA wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (C) Tier 3 wire centers are those AT&T OKLAHOMA wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

5.3.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for Dark Fiber Transport satisfies the availability criteria set forth in Section 5.3.2.1 and 5.3.2.5 above prior to submitting its order to AT&T OKLAHOMA. AT&T OKLAHOMA has posted and will post a list to its CLEC-Online website, identifying the wire centers where Dark Fiber Transport is Declassified. For situations where AT&T OKLAHOMA's posted list does not identify a wire center(s) relevant to CLEC's order for Dark Fiber Transport, CLEC shall self-certify, if requested to do so by AT&T OKLAHOMA, that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 5.3.2.1 and 5.3.2.5 as to the particular UNE(s) sought. AT&T OKLAHOMA shall provision the requested Dark Fiber Transport in accordance with CLEC's order and within AT&T OKLAHOMA's standard ordering interval applicable to such unbundled network elements. AT&T OKLAHOMA shall have the right to contest such orders, and CLEC's ability to obtain a requested Dark Fiber Transport only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of AT&T OKLAHOMA's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned Dark Fiber Transport, the rates paid by CLEC for the affected Dark Fiber Transport shall be subject to true-up and CLEC shall be required to transition from the Dark Fiber Transport to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Dark Fiber Transport within the 30 day period, then AT&T OKLAHOMA will disconnect the Dark Fiber Transport.

5.4 Spare Fiber Inventory Availability and Condition

5.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include

maintenance spares, fibers set aside and documented for forecasted growth, defective fibers, or assigned fibers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

5.4.2 Determining Spare Fibers:

5.4.2.1 AT&T OKLAHOMA will inventory dark fibers. Spare fibers do not include the following:

5.4.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber.

Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

5.4.2.1.2 Defective fibers. Defective dedicated transport dark fiber, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

5.4.2.1.3 AT&T OKLAHOMA growth fibers. Fibers documented as reserved by AT&T OKLAHOMA for utilization for growth within the 12 month-period following the carrier's request.

5.4.2.1.4 Assigned fibers. Dedicated transport dark fiber with AT&T OKLAHOMA or other CLEC working or pending optronics installations.

5.4.3 Intentionally Left Blank.

5.4.4 The appropriate AT&T OKLAHOMA engineering organization will maintain records on each fiber optic cable for which CLEC requests dedicated transport dark fiber.

5.4.5 Quantities and Time Frames for ordering Dark Fiber:

5.4.5.1 The minimum number of dedicated transport dark fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, AT&T OKLAHOMA will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

5.4.5.2 If CLEC wishes to request dedicated transport dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Pricing Schedule.

5.4.5.3 If spare dedicated transport dark fiber is available, as determined under this Agreement, AT&T OKLAHOMA will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

5.4.5.4 Dedicated transport Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Schedule.

5.4.6 Right of Revocation of Access to Dedicated Transport Dark Fiber

5.4.6.1 Right of revocation of access to Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 1.2.5 of this Attachment. For clarification purposes, AT&T OKLAHOMA's right of revocation of access under this Section 5.4.6 applies even when the affected

dedicated transport dark fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 5.4.6.

- 5.4.6.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T OKLAHOMA provided the fiber(s), AT&T OKLAHOMA may revoke CLEC's access to the dedicated transport dark fiber and recover those fiber facilities and return them to AT&T OKLAHOMA inventory. AT&T OKLAHOMA may invoke this right by providing 10 days written notice to CLEC that AT&T OKLAHOMA is reclaiming the fibers.
- 5.4.6.3 AT&T OKLAHOMA may reclaim from CLEC the right to use dedicated transport dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. AT&T OKLAHOMA will provide an alternative facility for the CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T OKLAHOMA must also demonstrate to CLEC that the dedicated transport dark fiber will be needed to meet AT&T OKLAHOMA's bandwidth requirements within the 12 months following the revocation.

5.4.7 Access Methods specific to Unbundled Dedicated Transport Dark Fiber

- 5.4.7.1 The demarcation point for dedicated transport dark fiber at central offices will be in an AT&T OKLAHOMA approved splitter shelf. This arrangement allows for non-intrusive testing.
- 5.4.7.2 At AT&T OKLAHOMA central offices, unbundled dedicated transport dark fiber terminates on a fiber distribution frame, or its equivalent, that is located in the central office.

5.4.8 Installation and Maintenance for Dark Fiber

- 5.4.8.1 AT&T OKLAHOMA will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, to the demarcation point. CLEC will run its fiber jumpers from the demarcation point to the CLEC equipment.

5.4.8.2 Routine Network Modifications for Unbundled Dedicated Transport Dark Fiber

- 5.4.8.2.1 AT&T OKLAHOMA shall make routine network modifications to UNE Dedicated Transport Dark Fiber facilities used by CLEC for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T OKLAHOMA shall perform routine network modifications to UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether the Dedicated Transport Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, for CLEC.

- 5.4.8.2.2 A routine network modification is an activity that AT&T OKLAHOMA regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T OKLAHOMA is not obligated to perform those activities for a requesting Telecommunications Carrier.

5.5 Intentionally Omitted.

- 5.6 For any Dark Fiber Transport that CLEC had in place and were declassified as of March 11, 2005 ("Embedded Base"), and which AT&T OKLAHOMA no longer is required to provide on an unbundled basis under Section 251, CLEC must transition the Embedded Base from those transport circuits to other wholesale facilities, including AT&T OKLAHOMA's special access, transport provided by other carriers, or self-provisioned facilities. AT&T OKLAHOMA will provide written notice via an accessible letter to CLEC of the Declassification of specific transport routes. AT&T OKLAHOMA shall continue to provide any existing Section 251 unbundled Dark Fiber transport circuits until September 11, 2006. After September 11, 2006, if CLEC has not submitted an LSR or ASR, as applicable, to AT&T OKLAHOMA requesting conversion of the

Declassified transport circuit(s) to a wholesale service, provision of dark fiber transport to CLEC will be terminated without further obligation of AT&T OKLAHOMA.

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. OPERATOR SERVICES AND DIRECTORY ASSISTANCE - See Attachment 22: DA and Attachment 23: OS for terms and conditions.

9. TRO REMAND-DECLASSIFIED SWITCHING AND UNE-P.

9.1 AT&T OKLAHOMA is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3).

Effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise. For purposes of this Section 9, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level). For the purposes of this Section 9, Embedded Base is defined as including those customers for which CLEC had generated and AT&T OKLAHOMA had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.

9.2 Transitional Pricing for Embedded Base. During the applicable transitional period of time described in the TRO Remand Order, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.

9.2.1 Regardless of the execution or effective date of this Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

9.2.2 CLEC shall be fully liable to AT&T OKLAHOMA to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

9.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T OKLAHOMA agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRO Remand Order to perform the tasks necessary to complete an orderly transition including the CLEC's submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

9.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T OKLAHOMA service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T OKLAHOMA service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRO Remand Order unless otherwise agreed to by the Parties.

9.3.2 AT&T OKLAHOMA will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T OKLAHOMA shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T OKLAHOMA and CLEC shall coordinate such conversions

9.3.3 When a CLEC converts from UNE-P to Resale the CLEC will pay the non-recurring service order charges for the resale conversion. For a conversion from UNE-P to UNE-Loop, AT&T OKLAHOMA will apply non-

recurring charges associated with physical work and any other applicable service order charges for the conversion.

- 9.4 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).
- 9.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P and related items, in place on March 11, 2006, AT&T OKLAHOMA, without further notice or liability, will re-price such arrangements to a market based rate.

10. DS1 AND DS3 DEDICATED TRANSPORT

- 10.1 AT&T OKLAHOMA shall provide Unbundled Dedicated Transport under Section 251 in accordance with the terms and conditions set out in this Section 10. Dedicated Transport unbundled under Section 251 shall be provided subject to the location limitations and the transition plan set forth in Sections 10.10 and 10.11 of this Attachment.
- 10.2 "Dedicated Transport" is defined as AT&T OKLAHOMA interoffice transmission facilities dedicated to a particular CLEC or CLEC's customer that is within AT&T OKLAHOMA's network, connecting AT&T OKLAHOMA switches or wire centers within a LATA. Dedicated Transport does not include transmission facilities between AT&T OKLAHOMA's network and CLEC's network or the location of CLEC's equipment.
- 10.3 AT&T OKLAHOMA will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport circuits and associated multiplexing or other optional features ordered by CLEC.
- 10.4 A "route" is defined as a transmission path between one of AT&T OKLAHOMA's wire centers or switches and another of AT&T OKLAHOMA's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any. Subject to the caps set forth in Sections 10.10.1 and 10.10.2, Unbundled Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes where UNE Dedicated Transport has not been Declassified. AT&T OKLAHOMA will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).
- 10.5 Other optional features available to CLEC with unbundled Dedicated Transport e.g., multiplexing, are available at the rates listed in the Pricing Schedule..
- 10.6 Access to Unbundled Dedicated Transport will be provided via collocation or via entrance facilities purchased from a third party or from AT&T OKLAHOMA under applicable access tariffs. If CLEC provides the circuit between its premises collocated in an AT&T OKLAHOMA central office or wire center and AT&T OKLAHOMA's network, then the cross-connect rates contained in AT&T OKLAHOMA's physical collocation tariff will apply.
- 10.7 Routine Network Modifications for 251(c)(3) Unbundled Dedicated Transport
 - 10.7.1 AT&T OKLAHOMA shall make routine network modifications to Unbundled Dedicated Transport facilities used by CLEC where the requested Unbundled Dedicated Transport facilities have already been constructed. AT&T OKLAHOMA shall perform routine network modifications to Unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Unbundled Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
 - 10.7.2 A routine network modification is an activity that AT&T OKLAHOMA regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment

case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting Telecommunications Carrier, and AT&T OKLAHOMA is not obligated to perform those activities for CLEC.

10.7.3 AT&T OKLAHOMA shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Pricing Schedule.

10.8 Diversity

10.8.1 When requested by CLEC and where such interoffice facilities exist at the time of CLEC's request and when technically feasible, physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. If changes in the network remove the physical diversity in the future, AT&T OKLAHOMA will not guarantee that diversity will be made available.

10.8.2 AT&T OKLAHOMA shall provide in the same manner as AT&T OKLAHOMA does for itself, the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges. When additional costs are incurred by AT&T OKLAHOMA for CLEC specific diversity, AT&T OKLAHOMA will advise CLEC of the applicable additional charges. AT&T OKLAHOMA will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

10.8.3 Intentionally Left Blank.

10.8.4 CLEC's additional cost, if any, for requested dedicated transport diversity shall be as determined in a cost proceeding via a BFR. Where physical diversity does not exist for dedicated transport, AT&T OKLAHOMA shall provide such diversity through the BFR process.

10.9 Intentionally Left Blank.

10.10 Limitations on Access to DS1 and DS3 Dedicated Transport unbundled under Section 251

10.10.1 Subject to the cap described below in this Section 10.10.1, AT&T will provide DS1 Dedicated Transport unbundled under Section 251 on all routes between AT&T wire centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. (The classification criteria for AT&T OKLAHOMA wire centers is set forth in Section 5.3.2.5 of this Attachment.) CLEC may obtain a maximum of 10 DS1 Dedicated Transport circuits on each route for which AT&T OKLAHOMA is required to provide only DS1 Dedicated Transport under Section 251. (The maximum of 10 DS1 Dedicated Transport circuits will not apply on any route where an AT&T OKLAHOMA wire center classified as Tier 3 on one or both ends.) CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS1 Dedicated Transport on such route(s).

10.10.2 Subject to the cap described below in this Section 10.10.2, AT&T OKLAHOMA will provide DS3 Dedicated Transport unbundled under Section 251 on all routes between AT&T OKLAHOMA wire centers that are classified as Tier 3 on one or both ends of the route. CLEC may obtain a maximum of 12 unbundled DS3 Dedicated Transport circuits on each route for which AT&T OKLAHOMA is required to provide DS3 Dedicated Transport under Section 251. (The classification criteria for AT&T OKLAHOMA wire centers is set forth in Section 5.3.2.5 of this Attachment.) CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS3 Dedicated Transport on such route(s).

10.10.3 Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport after March 11, 2005

10.10.3.1 Upon Declassification of DS1/DS3 Transport under this Agreement after March 11, 2005, AT&T OKLAHOMA will provide written notice via an Accessible Letter to CLEC of such Declassification

of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, AT&T OKLAHOMA agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice via an Accessible Letter, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Section 251(c)(3) UNE in the AT&T OKLAHOMA notice letter.

10.10.3.1.1 Subject to the self certification process in Sections 10.10.4 and 10.10.5, unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T OKLAHOMA requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T OKLAHOMA shall convert the subject UNE(s) or combination of UNEs to an analogous access service at month to month pricing, if available, or if no analogous access service is available, to such other service arrangement as AT&T OKLAHOMA and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T OKLAHOMA have failed to reach agreement as to a substitute service within such thirty (30) day period, then AT&T OKLAHOMA may disconnect the subject UNE(s) or combination of UNEs.

10.10.1.2 Where such UNE(s) or combination of UNEs are converted to an analogous access service, AT&T OKLAHOMA shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of AT&T OKLAHOMA's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. CLEC shall pay all applicable termination charges, if any, for any such UNE(s) or combination of UNEs that CLEC requests AT&T OKLAHOMA to disconnect, or that AT&T OKLAHOMA disconnects as a result of the Parties' failure to reach agreement on a substitute service.

10.10.4 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 10.10.1 and 10.10.2 above prior to submitting its order to AT&T OKLAHOMA. CLEC shall self-certify that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 10.10.1 or 10.10.2, as applicable, to the particular UNE(s) sought. If CLEC's self-certification complies with this Section, AT&T OKLAHOMA shall provision the requested DS1 or DS3 transport circuit in accordance with CLEC's order and within AT&T OKLAHOMA's standard ordering interval applicable to such circuits.

10.10.5 AT&T OKLAHOMA shall have the right to contest CLEC's ability to obtain a requested DS1 or DS3 transport circuit only after provisioning. Disputes regarding CLEC's access to DS1 and DS3 transport circuits provided under Section 251 shall be addressed through the dispute resolution process set out in this Agreement. If the Parties determine through informal dispute resolution or if formal dispute resolution through arbitration at the state Commission or otherwise determines that CLEC was not entitled to the provisioned DS1 or DS3 transport circuit under Section 251, the rates paid by CLEC for the affected circuit shall be subject to true-up and CLEC shall be required to transition from the Section 251 UNE DS1 or DS3 transport circuit to another wholesale service within 45 days of the determination. If CLEC does not transition the transport circuit within the 45-day period, then AT&T OKLAHOMA may disconnect the transport circuit. Conversion of DS1 and DS3 transport circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service.

10.11 Transition for Embedded Base Section 251 unbundled DS1 and DS3 Transport as of March 11, 2005

10.11.1 For any DS1 and DS3 Dedicated Transport that CLEC had in place as of March 11, 2005 ("Embedded Base"), and which AT&T OKLAHOMA no longer is required to provide on an unbundled basis under Section 251, CLEC must transition the Embedded Base from those transport circuits to other wholesale facilities, including AT&T OKLAHOMA's special access, transport provided by other carriers, or self-provisioned

facilities. AT&T OKLAHOMA will provide written notice to CLEC of the Declassification of specific transport routes. AT&T OKLAHOMA shall continue to provide any existing Section 251 unbundled DS1 and DS3 transport circuits until March 10, 2006. After March 10, 2006, if CLEC has not submitted an LSR or ASR, as applicable, to AT&T OKLAHOMA requesting conversion of the Declassified transport circuit(s) to a wholesale service, AT&T OKLAHOMA shall convert the Declassified transport circuit(s) to an analogous access service at month to month pricing, if available, or if no analogous access service is available, to such other service arrangement as AT&T OKLAHOMA and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale). Conversion of dedicated transport circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.

10.11.2 Products provided by AT&T OKLAHOMA in conjunction with DS1 and DS3 Unbundled Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section 10.11 where Unbundled Dedicated Transport is Declassified. Cross-Connects obtained under AT&T OKLAHOMA's physical collocation tariff shall not be repriced to access rates.

11. DIGITAL CROSS-CONNECT SYSTEM (DCS)

- 11.1 AT&T OKLAHOMA will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element provided by AT&T OKLAHOMA pursuant to Section 251 with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.
- 11.2 DCS Establishment Charge - This charge applies for the initial setup of the CLEC database. The database setup is a grid, built by AT&T OKLAHOMA, that contains all of the unbundled dedicated transport circuits, loops, and other interoffice facilities that CLEC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting CLEC to control its own circuits. Also included is initial training on the system.
- 11.3 Database Modification Charge - This charge applies each time CLEC requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database.
- 11.4 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of CLEC circuit is changed. As an example, if CLEC has a circuit routing from its location "A" through two DCS offices to its location "B" and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices. The Reconfiguration Charge will be provided in two forms and be priced uniquely: (1) AT&T OKLAHOMA Provided; and (2) CLEC Provided.

12. 911 OR E911 DATABASE

- 12.1 Access to the AT&T OKLAHOMA 911 or E911 call related databases will be provided as described in the 911 and E911 Appendix.

13. CROSS-CONNECTS

- 13.1 The cross connect is the media between the AT&T OKLAHOMA distribution frame and a CLEC designated collocated space, Subloop Access Method, or other AT&T OKLAHOMA Unbundled Network Elements purchased by CLEC.
- 13.2 AT&T OKLAHOMA offers a choice of loop cross connects with each unbundled loop type detailed in the Pricing Schedule. AT&T OKLAHOMA will charge CLEC the appropriate rate as shown on the Pricing Schedule labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing". Cross connects will be made available for loops and combinations of loops and transport with the following testing options, at CLEC's discretion: at both ends of the circuit, at one end of the circuit, or without testing. At CLEC's request, a cross

connect with testing may be ordered at one end of an EEL circuit and a cross connect without testing at the other end of that EEL circuit.

13.3 The applicable Loop cross connects shall include, but shall not be limited to, the following:

- 13.3.1 2-Wire Analog Loop to Collocation
- 13.3.2 2-Wire Analog Loop to Collocation (without testing)
- 13.3.3 4-Wire Analog Loop to Collocation
- 13.3.4 4-Wire Analog Loop to Collocation (without testing)
- 13.3.5 2-Wire Digital Loop to Collocation
- 13.3.6 2-Wire Digital Loop to Collocation (without testing)
- 13.3.7 4-Wire Digital Loop to Collocation
- 13.3.8 4-Wire Digital Loop to Collocation/Mux (without testing)
- 13.3.9 DSL Shielded Cross Connect to Collocation
- 13.3.10 2-Wire DSL non-shielded cross connect to Collocation
- 13.3.11 4-Wire DSL non-shielded cross connect to Collocation
- 13.3.12 DS3 loop to Collocation

13.4 The applicable dedicated transport cross connects include, :

- 13.4.1 DS-1 to Collocation
- 13.4.2 DS-1- to mux
- 13.4.3 DS-1 to loop
- 13.4.4 DS-3 to Collocation
- 13.4.5 DS-3 to mux
- 13.4.6 DS-3 to loop

13.5 Cross connects to the collocation arrangement associated with unbundled local loops are available with or without automated testing and monitoring capability.

13.6 AT&T OKLAHOMA offers the choice of cross connects with subloop elements as detailed in the Pricing Schedule. AT&T OKLAHOMA will charge CLEC the appropriate rate as shown on the Pricing Schedule labeled "Subloop Cross Connect".

13.7 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

13.7.1 AT&T OKLAHOMA will charge CLEC the applicable rates as shown on the Pricing Schedule labeled "Dedicated Transport Cross Connect". Available cross connects with UDT are detailed in the Pricing Schedule.

14. ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

This Section 16 sets forth additional requirements for Unbundled Network Elements which AT&T OKLAHOMA agrees to offer to CLEC under this Agreement.

14.1 AT&T OKLAHOMA will offer unbundled local loops with and without automated testing and monitoring services where technically feasible. If a CLEC uses its own testing and monitoring services, AT&T OKLAHOMA still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports. AT&T OKLAHOMA's Special Access Bridging and Hubbing engineering rules and restrictions do not apply to UNEs or to UNE Combinations.

14.2 Synchronization

14.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network

Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

14.2.2 Technical Requirements

AT&T OKLAHOMA will provide synchronization to equipment that is owned by AT&T OKLAHOMA and is used to provide a network element to CLEC in the same manner that AT&T OKLAHOMA provides synchronization to itself.

15. PRICING

15.1 Price Schedules

Attached hereto as the Pricing Schedule is a schedule which reflects the prices at which AT&T OKLAHOMA agrees to furnish Section 251(c)(3) Unbundled Network Elements.

16. UNBUNDLED NETWORK ELEMENT COMBINATIONS

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing-UNE, and the Pricing Schedule:

- 16.1 AT&T OKLAHOMA agrees to make Unbundled network elements (UNEs) Combinations available to CLEC for the term of this Agreement, on the terms and at the prices provided in this Agreement.

APPENDIX PRICING – UNE

1. APPLICATION OF PRICES

- 1.1 CLEC agrees to compensate AT&T OKLAHOMA for use of Unbundled Network Elements (UNEs) at the rates contained in this Agreement.
- 1.2 Unless otherwise stated, AT&T OKLAHOMA will render a monthly bill for UNEs provided hereunder. Remittance in full will be due consistent with Section 9 of the General Terms and Conditions. In accordance with section 9.2 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 The attached Pricing Schedule sets forth the prices that AT&T OKLAHOMA will charge CLEC for UNEs and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).
- 1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.37 of Attachment 6 ("BFR Elements"), CLEC may order, and AT&T OKLAHOMA will provide, all Attachment 6 Unbundled Network Elements on the basis of the attached Pricing Schedule. The Parties agree that the Pricing Schedule contains a complete list of rate elements and charges associated with UNEs and other items, if any, offered by AT&T OKLAHOMA pursuant to this Agreement. This paragraph does not limit or expand the use of the BFR Process.
- 1.5 The following defines the zones found in this Appendix Pricing and the attached Pricing Schedule:

<u>Rate Zone:</u>	<u>Description:</u>
Zone A	The geographic area within each of the AT&T OKLAHOMA exchanges which are classified as Rate Group 1, 2, or 3 exchanges in AT&T OKLAHOMA's Local Exchange Tariff
Zone B	The geographic area within each of the AT&T OKLAHOMA exchanges which are classified as Rate Group 4 or 5 exchanges in AT&T OKLAHOMA's Local Exchange Tariff
Zone C	The geographic area within each of the AT&T OKLAHOMA exchanges which are classified as Rate Group 6 or 7 exchanges in AT&T OKLAHOMA's Local Exchange Tariff

2. RECURRING CHARGES

- 2.1 Recurring Charges, where applicable, are as shown in the Pricing Schedule.
- 2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.
- 2.3 Intentionally Left Blank.
- 2.4 Where rates are based on miles, 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 F.C.C. No 4. When the calculation results in a fraction of a mile, AT&T OKLAHOMA will round up to the next whole before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Non-recurring charges for UNEs are included on Pricing Schedule.
- 3.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in AT&T OKLAHOMA dispatching a repair crew unnecessarily, then CLEC will pay AT&T OKLAHOMA the cost of the unnecessary trip.

3.3 AT&T OKLAHOMA offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Pricing Schedule labeled "Service Order Charges – Unbundled Network Element."

3.4 **Simple and Complex Service Orders**

3.4.1 Pricing Schedule lists a "Simple" and "Complex" price for each Service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

3.4.2 Simple and complex Service Orders: If either AT&T OKLAHOMA or a CLEC on an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.

4. MAINTENANCE OF SERVICE, TIME AND MATERIALS, AND NON PRODUCTIVE DISPATCH CHARGES

4.1 If CLEC requests or approves an AT&T OKLAHOMA technician to perform special installation, maintenance, or conversion services for UNE's excluding services which AT&T OKLAHOMA is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in AT&T OKLAHOMA dispatching a repair crew unnecessarily, then CLEC will pay AT&T OKLAHOMA the cost of the unnecessary trip

4.3 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in AT&T OKLAHOMA's equipment and/or facilities, CLEC will issue a trouble report to AT&T OKLAHOMA.

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and AT&T OKLAHOMA dispatches personnel to the end user's premises or an AT&T OKLAHOMA central office and trouble was not caused by AT&T OKLAHOMA's facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a UNE and AT&T OKLAHOMA dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than AT&T OKLAHOMA or in detariffed CPE provided by AT&T OKLAHOMA, unless covered under a separate maintenance agreement.

4.6 If CLEC issues a trouble report allowing AT&T OKLAHOMA access to the end user's premises and AT&T OKLAHOMA personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if AT&T OKLAHOMA personnel are allowed access to the premises, the Non Productive Dispatch charges will still apply.

4.7 Time and Materials and/or Maintenance of Service and/or Non Productive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. 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 considered to be Monday through Friday 8 a.m. to 5 p.m. (CT) which is AT&T OKLAHOMA's normally scheduled work day. AT&T OKLAHOMA's normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of AT&T OKLAHOMA's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with AT&T OKLAHOMA's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty AT&T OKLAHOMA employee is necessary.

- 4.8 AT&T OKLAHOMA will bill CLEC Time and Materials, Non Productive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.9 AT&T OKLAHOMA will manage costs of Time and Materials, Non Productive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with AT&T OKLAHOMA's internal management of those costs.
- 4.10 Charges for services contained in this section are listed in Pricing Schedule labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT OKLAHOMA
 July 9, 2006

Schedule of Pricing
 COX OKLAHOMA TELCOM, L.L.C.

UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional		USOC
Network Interface Device					
Disconnect Loop from inside wiring, per NID	None	34.61	\$ 17.31		NRBND
Unbundled Loops					
2W Analog Zone 1(Rural)	\$ 26.25	\$ 24.38	\$ 10.17		U21
2W Analog Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		U21
2W Analog Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		U21
Conditioning for dB Loss	\$ 7.81	\$ 25.48	\$ 12.65		UL2
4W Analog Zone 1(Rural)	\$ 54.28	\$ 28.13	\$ 11.74		U4H
4W Analog Zone 2 (Suburban)	\$ 30.39	\$ 28.13	\$ 11.74		U4H
4W Analog Zone 3 (Urban)	\$ 27.35	\$ 28.13	\$ 11.74		U4H
2W Digital Zone 1(Rural)	\$ 54.65	\$ 60.61	\$ 23.83		U2Q
2W Digital Zone 2 (Suburban)	\$ 37.54	\$ 60.61	\$ 23.83		U2Q
2W Digital Zone 3 (Urban)	\$ 37.03	\$ 60.61	\$ 23.83		U2Q
4W Digital Zone 1(Rural) (note 1)	\$ 124.93	\$ 107.37	\$ 42.32		
4W Digital Zone 2 (Suburban) (npte 1)	\$ 107.15	\$ 107.37	\$ 42.32		
4W Digital Zone 3 (Urban) (note 1)	\$ 121.15	\$ 107.37	\$ 42.32		
DS3 Loop Zone 1 (Rural) (note 1)	\$ 1,493.71	\$ 849.78	\$ 374.82		
DS3 Loop Zone 2 (Suburban) (note 1)	\$ 1,455.33	\$ 849.78	\$ 374.82		
DS3 Loop Zone 3 (Urban) (note 1)	\$ 1,087.24	\$ 849.78	\$ 374.82		
Loop Cross Connects (with testing unless otherwise noted)					
Analog Loop to Collo/Mux 2W (same CO)	\$ 1.58	\$ 30.25	\$ 23.51		UCXC2
Analog Loop to Collo/Mux 2W w/o testing (same CO)	\$ 0.45	\$ 35.15	\$ 20.27		UCXD2
Analog Loop to Collo/Mux 4W (same CO)	\$ 3.13	\$ 46.51	\$ 38.05		UCXC4
Analog Loop to Collo/Mux 4W w/o testing (same CO)	\$ 0.90	\$ 43.78	\$ 28.31		UCXD4
Digital Loop to Collo 2W (same CO)	\$ 1.58	\$ 30.25	\$ 23.51		(UCXC2) under development
Digital Loop to Collo 2W w/o testing (same CO)	\$ 0.45	\$ 35.15	\$ 20.27		(UCXD2) under development
DS1 Digital Loop 4W (same CO)	\$ 8.90	\$ 66.11	\$ 20.27		UDLY4
DS3 Digital Loop (same CO)	\$ 32.00	\$ 157.84	\$ 20.27		UCXBX
DSL Shielded Loop to Collocation (same CO)	\$ 2.10	\$ 62.04	\$ 48.22		UXRRX
2-Wire DSL Non-Shielded Cross Connect to Collocation (same CO)	\$ 2.10	\$ 62.04	\$ 48.22		UCX92
4-Wire DSL Non-Shielded Cross Connect to Collocation (same CO)	\$ 4.17	\$ 71.56	\$ 58.54		UCX94
DSL Loops					
*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		2SLAX
*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		2SLAX
*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		2SLAX
*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		2SLCX
*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		2SLCX
*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		2SLCX
*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		2SLBX
*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		2SLBX
*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		2SLBX

UNE AECN:

RESALE AECN:

ACNA:

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ATT OKLAHOMA
July 9, 2006

Schedule of Pricing
COX OKLAHOMA TELCOM, L.L.C.

*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		2SLDX
*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		2SLDX
*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		2SLDX
*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		U2F
*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		U2F
*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		U2F
*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		2SLFX
*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		2SLFX
*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		2SLFX
*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	\$ 54.28	\$ 28.13	\$ 11.74		4SL1X
*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	\$ 30.39	\$ 28.13	\$ 11.74		4SL1X
*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	\$ 27.35	\$ 28.13	\$ 11.74		4SL1X
* USOCS used for inventory purpose only					
IDS L Loop Zone 1 (Rural)	\$ 54.65	\$ 60.61	\$ 23.83		UY5FX
IDS L Loop Zone 2 (Suburban)	\$ 37.54	\$ 60.61	\$ 23.83		UY5FX
IDS L Loop Zone 3 (Urban)	\$ 37.03	\$ 60.61	\$ 23.83		UY5FX
Loop Qualification Process - Mechanized	N/A	\$ 0.10	N/A		NR98U
Loop Qualification Process - Manual	N/A	\$ 95.10	N/A		NRBXU
LST					
LST performed on CODSLAM Loop	None	\$ 211.08	None		
LST performed on Sub Loop	None	\$ 194.30	None		
DSL Conditioning Options					
ADSL loop conditioning UNE Loops 12,000 feet to 17,500 feet					
Removal of Load Coils					
Initial Rate	N/A	\$ 822.06	N/A		
Additional Same Location / Same Cable	N/A	\$ 19.37	N/A		
Additional Same Location / Different Cable	N/A	\$ 351.74	N/A		
Removal of Excessive Bridge Tap					
Initial Rate	N/A	\$ 362.37	N/A		
Additional Same Location / Same Cable	N/A	\$ 19.37	N/A		
Additional Same Location / Different Cable	N/A	\$ 124.15	N/A		
Removal of Repeaters					
Initial Rate	N/A	\$ 315.36	N/A		
Additional Same Location / Same Cable	N/A	\$ 13.79	N/A		
Additional Same Location / Different Cable	N/A	\$ 119.37	N/A		
Removal of Load Coils & Excessive Bridge Tap					
Initial Rate	N/A	\$ 1,184.43	N/A		
Additional Same Location / Same Cable	N/A	\$ 38.73	N/A		
Additional Same Location / Different Cable	N/A	\$ 475.90	N/A		
Removal Excessive Bridge Tap & Repeater					

UNE AECN:

RESALE AECN:

ACNA:

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT OKLAHOMA
July 9, 2006

Schedule of Pricing
COX OKLAHOMA TELCOM, L.L.C.

Initial Rate	N/A	\$ 659.14	N/A		
Additional Same Location / Same Cable	N/A	\$ 33.16	N/A		
Additional Same Location / Different Cable	N/A	\$ 242.73	N/A		
ADSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.					
Removal of Load Coils					
Initial Rate	N/A	\$ 286.15	N/A		
Additional Same Location / Same Cable	N/A	\$ 6.57	N/A		
Additional Same Location / Different Cable	N/A	\$ 116.98	N/A		
Removal of Excessive Bridge Tap					
Initial Rate	N/A	\$ 210.58	N/A		
Additional Same Location / Same Cable	N/A	\$ 9.29	N/A		
Additional Same Location / Different Cable	N/A	\$ 62.24	N/A		
Removal of Repeaters					
Initial Rate	N/A	\$ 315.36	N/A		
Additional Same Location / Same Cable	N/A	\$ 13.79	N/A		
Additional Same Location / Different Cable	N/A	\$ 118.58	N/A		
Removal of Load Coils & Excessive Bridge Tap					
Initial Rate	N/A	\$ 480.79	N/A		
Additional Same Location / Same Cable	N/A	\$ 15.85	N/A		
Additional Same Location / Different Cable	N/A	\$ 179.22	N/A		
Removal Excessive Bridge Tap & Repeater					
Initial Rate	N/A	\$ 498.06	N/A		
Additional Same Location / Same Cable	N/A	\$ 23.08	N/A		
Additional Same Location / Different Cable	N/A	\$ 180.82	N/A		
For loops greater than 17,500 feet in length, the rates for conditioning loops under 17,500 feet in length will apply in addition to the rates for loops in excess of 17,500 feet in length. The rates for conditioning loops in excess of 17,500 feet will apply on a per occurrence basis for the removal of inhibitors beyond that point.					
Subloop Distribution					
2-Wire Analog					
ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 3.78	None	None		U6LAP
ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 3.20	None	None		U6LAP
ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 2.01	None	None		U6LAP
ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 25.92	None	None		U6LAQ
ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 14.59	None	None		U6LAQ
ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 10.80	None	None		U6LAQ
ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 30.19	None	None		U6LAR
ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 19.20	None	None		U6LAR
ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 15.33	None	None		U6LAR
SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 22.73	None	None		U6LAS
SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 11.95	None	None		U6LAS
SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 9.35	None	None		U6LAS
SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 27.00	None	None		U6LAT
SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 16.56	None	None		U6LAT
SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 13.88	None	None		U6LAT
Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 4.41	None	None		U6LAU
Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 4.75	None	None		U6LAU
Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 4.68	None	None		U6LAU
MTE Terminal to NID Residential Low Rise 2-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S1X
MTE Terminal to NID Residential Low Rise 2-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S1X
MTE Terminal to NID Residential Low Rise 2-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S1X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S3X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S3X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S3X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S4X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S4X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S4X
4-Wire Analog					

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ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 7.57	None	None		U6LEP
ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 6.41	None	None		U6LEP
ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 4.03	None	None		U6LEP
ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 51.84	None	None		U6LEQ
ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 29.19	None	None		U6LEQ
ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 21.61	None	None		U6LEQ
ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 58.56	None	None		U6LER
ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 35.91	None	None		U6LER
ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 28.33	None	None		U6LER
SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 45.47	None	None		U6LES
SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 23.91	None	None		U6LES
SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 18.70	None	None		U6LES
SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 52.18	None	None		U6LET
SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 30.63	None	None		U6LET
SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 25.42	None	None		U6LET
Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 7.02	None	None		U6LEU
Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 7.02	None	None		U6LEU
Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 7.02	None	None		U6LEU
MTE Terminal to NID Residential Low Rise 4-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S5X
MTE Terminal to NID Residential Low Rise 4-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S5X
MTE Terminal to NID Residential Low Rise 4-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S5X
MTE Terminal to NID Business Low Rise 4-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S7X
MTE Terminal to NID Business Low Rise 4-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S7X
MTE Terminal to NID Business Low Rise 4-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S7X
MTE Terminal to NID Business Low Rise 4-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S8X
MTE Terminal to NID Business Low Rise 4-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S8X
MTE Terminal to NID Business Low Rise 4-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S8X
MTE Subloop Non-Recurring Rates					
Method 1					
Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		\$ 448.78	\$ 170.20		
Method 2 or 3					
MTE Residential Low-Rise Analog Terminal-to-NID with no testing					
Wiring Installation (up to 6 pr.)					
Initial Trip Charge		\$ 82.35			
Work Function Charge, per sheath		\$ 35.33	\$ 35.33		
Conduit Placement, per conduit		\$ 30.27	\$ 30.27		
MTE Residential Low-Rise Analog Terminal-to-NID with testing					
Wiring Installation (up to 6 pr.), per sheath		\$ 151.30	\$ 68.95		
Conduit Placement, per conduit		\$ 30.27	\$ 30.27		
MTE Business Low-Rise Analog Terminal-to-NID with no testing					
Wiring Installation (up to 6 pr.), per sheath		\$ 117.68	\$ 35.33		
Conduit Placement, per conduit		\$ 30.27	\$ 30.27		
Wiring Installation (up to 25 pr.), per sheath		\$ 184.91	\$ 85.75		
Conduit Placement, per conduit		\$ 30.27	\$ 30.27		
MTE Business Low-Rise Analog Terminal-to-NID with testing					
Wiring Installation (up to 6 pr.), per sheath		\$ 151.30	\$ 68.95		
Conduit Placement, per conduit		\$ 30.27	\$ 30.27		
Wiring Installation (up to 25 pr.), per sheath		\$ 218.53	\$ 119.38		
Conduit Placement, per conduit		\$ 30.27	\$ 30.27		
MTE Business High-Rise Analog Terminal-to-NID with no testing					
Wiring Installation (up to 25 pr.), per sheath		\$ 210.14	\$ 110.98		
Conduit Placement, per conduit		NA	NA		
MTE Business High-Rise Analog Terminal-to-NID with testing					
Wiring Installation (up to 25 pr.), per sheath		\$ 243.76	\$ 144.60		
Conduit Placement, per conduit		NA	NA		
Sub-Loop Unbundling Cross Connect					

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Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	None	\$ 402.88	\$ 152.81		UKCV2
Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	None	\$ 404.29	\$ 154.22		UKCV4
Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	None	\$ 402.88	\$ 152.81		UKCZ2
Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	None	\$ 404.29	\$ 154.22		UKCZ4
Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating	None	\$ 439.32	\$ 165.43		
Subloop Cross Connect DS1 Non-Central Office Originating	None	\$ 711.50	\$ 292.12		
Subloop Cross Connect DS3 Non-Central Office Originating	None	\$ 950.90	\$ 383.97		
Sub-Loop Inquiry					
Sub-Loop Inquiry	None	\$ 98.85	\$ 98.85		
Dedicated Transport (note 1)					
DS1 Interoffice Transport - Rural Term. Zone 1	\$ 111.74	\$ 147.19	\$ 116.88		
DS1 Interoffice Transport - Suburban Term. Zone 2	\$ 69.14	\$ 147.19	\$ 116.88		
DS1 Interoffice Transport - Urban Term. Zone 3	\$ 78.09	\$ 147.19	\$ 116.88		
DS1 Interoffice Transport - Interzone Term.	\$ 105.30	\$ 147.19	\$ 116.88		
DS1 Interoffice Transport - Rural Mile Zone 1	\$ 5.76	Same as for Term.	Same as for Term.		
DS1 Interoffice Transport - Suburban Mile Zone 2	\$ 10.63	Same as for Term.	Same as for Term.		
DS1 Interoffice Transport - Urban Mile Zone 3	\$ 2.24	Same as for Term.	Same as for Term.		
DS1 Interoffice Transport - Interzone Mile	\$ 2.24	Same as for Term.	Same as for Term.		
DS3 Interoffice Transport - Rural Term. Zone 1	\$ 2,007.79	252.30	164.16		
DS3 Interoffice Transport - Suburban Term. Zone 2	\$ 1,223.73	252.30	164.16		
DS3 Interoffice Transport - Urban Term. Zone 3	\$ 822.78	252.30	164.16		
DS3 Interoffice Transport - Interzone Term.	\$ 1,696.31	252.30	164.16		
DS3 Interoffice Transport - Rural Mile Zone 1	\$ 160.14	Same as for Term.	Same as for Term.		
DS3 Interoffice Transport - Suburban Mile Zone 2	\$ 274.35	Same as for Term.	Same as for Term.		
DS3 Interoffice Transport - Urban Mile Zone 3	\$ 58.67	Same as for Term.	Same as for Term.		
DS3 Interoffice Transport - Interzone Mile	\$ 58.13	Same as for Term.	Same as for Term.		
Dedicated Transport Cross Connect					
DS1 (note 1)	\$ 8.90	\$ 76.28	\$ 50.45		
DS3 (note 1)	\$ 29.16	\$ 80.42	\$ 54.62		
Multiplexing					
VG to DS1	\$ 182.83	\$ 133.59	79.17		
DS1 to DS3 (note 1)	\$ 632.51	\$ 777.51	439.79		
Dark Fiber (note 1)					
Dark Fiber - Interoffice per strand	\$ 68.21	\$ 1,681.06	\$ 1,681.06		
Dark Fiber - Interoffice per foot Zone 1 (Rural)	\$ 0.013236	None	None		
Dark Fiber - Interoffice per foot Zone 2 (Suburban)	\$ 0.009097	None	None		
Dark Fiber - Interoffice per foot Zone 3 (Urban)	\$ 0.012156	None	None		
Dark Fiber Cross Connect - Interoffice	\$ 7.65	\$ 78.27	\$ 78.27		
Dark Fiber - Interoffice Inquiry	None	\$ 592.17	\$ 592.17		
Customized Routing Resale AIN					
Per customer line	ICB	None	None		
Per end office (unless previously charged under UNE)	None	ICB	ICB		
SOAC Table Work (unless previously charged under UNE)	None	ICB	ICB		
Development 1st LSP	None	ICB	None		
Development Subsq LSP	None	ICB	None		
Mechanized Manual Service Order Charges - Unbundled Elements					
New Simple	None	\$ 23.38	None		NRBUQ
New Complex	None	\$ 95.55	None		NRBUR
Change Simple	None	\$ 22.53	None		NRBUO
Change Complex	None	\$ 62.56	None		NRBUP
Record Simple	None	\$ 13.97	None		NRBUU
Record Complex	None	\$ 62.17	None		NRBUV
Disconnect Simple	None	\$ 11.69	None		NRBUW
Disconnect Complex	None	\$ 52.41	None		NRBUX
Suspend Simple	None	\$ 13.97	None		NRBJZ
Restore Simple	None	\$ 13.97	None		NRBJ9
Suspend Complex	None	\$ 62.56	None		NRBJ7
Restore Complex	None	\$ 62.56	None		NRBJ8

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Expedited Simple	None	\$ 22.53	None		NRMV1
Expedited Complex	None	\$ 91.93	None		NRMV2
Customer Not Ready Simple	None	\$ 22.53	None		NRMV5
Customer Not Ready Complex	None	\$ 91.93	None		NRMV6
Due Date Change or Cancellation Simple	None	\$ 22.53	None		NRMV3
PIC Change Charge	None	\$ 2.58	(on same order) \$0.05		NRMV4
Due Date Change or Cancellation Complex	None	\$ 91.93	None		NRBL9
Electronic UNE Service Order Charge					
New Simple - Electronic	None	\$ 3.33	None		NR9W2
New Complex - Electronic	None	\$ 95.55	None		NRBGX
Change Simple - Electronic	None	\$ 3.33	None		NR9GG
Change Complex - Electronic	None	\$ 62.56	None		NR9G8
Record Simple - Electronic	None	\$ 3.33	None		NR9GU
Record Complex - Electronic	None	\$ 62.17	None		NR9G7
Disconnect Simple - Electronic	None	\$ 3.33	None		NR9GZ
Disconnect Complex - Electronic	None	\$ 52.41	None		NR9G9
Suspend Simple - Electronic	None	\$ 3.33	None		NRBJ5
Restore Simple - Electronic	None	\$ 3.33	None		NRBJ6
Expedited Simple - Electronic	None	\$ 3.33	None		NRMV7
Expedited Complex - Electronic	None	\$ 91.93	None		NRMVX
Customer Not Ready Simple - Electronic	None	\$ 3.33	None		NRMV9
Customer Not Ready Complex-Electronic	None	\$ 91.93	None		NRMVY
Due Date Change or Cancellation Simple - Electronic	None	\$ 3.33	None		NRMV8
Due Date Change or Cancellation Complex - Electronic	None	\$ 91.93	None		NRMVZ
Maintenance of Service Charges					
Basic Time - per half hour	None	\$ 37.11	\$ 21.44		MVV
Overtime - per half hour	None	\$ 46.58	\$ 28.01		MVV
Premium Time - per half hour	None	\$ 56.05	\$ 34.59		MVV
Time and Materials Charges					
Basic Time - per half hour	None	\$ 37.11	\$ 21.44		ALK, ALT, ALH
Overtime - per half hour	None	\$ 46.58	\$ 28.01		ALK, ALT, ALH
Premium Time - per half hour	None	\$ 56.05	\$ 34.59		ALK, ALT, ALH
Nonproductive Dispatch Charges					
Basic Time - per half hour	None	\$ 37.11	\$ 21.44		MVV
Overtime - per half hour	None	\$ 46.58	\$ 28.01		MVV
Premium Time - per half hour	None	\$ 56.05	\$ 34.59		MVV
Miscellaneous					
Performance Data	ICB	ICB	ICB		
Special Request Processing	ICB	ICB	ICB		
Routine Network Modifications					
Routine Network Modifications	NA		ICB		NA
BCR					
Per local message	\$ 0.08	None	None		Not Applicable
Per interstate local message	\$ 0.050	None	None		Not Applicable
Clearinghouse					
Per originating message	\$ 0.02	None	None		Not Applicable
Per end user message billed	\$ 0.050	None	None		Not Applicable
Recording					
Recording/Access Usage Record	\$ 0.010	None	None		Not Applicable
Assembly and Editing per Message	\$ 0.005	None	None		Not Applicable
Rating per Message	\$ 0.005	None	None		Not Applicable
Message Processing per Message	\$ 0.005	None	None		Not Applicable
Hosting					
Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0020	None	None		Not Applicable

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Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0050	None	None	Not Applicable
Non-Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0070	None	None	Not Applicable
Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0100	None	None	Not Applicable
Non-Full Status RAO Company - Delivery per record charge per billable mssg.	\$ 0.0030	None	None	Not Applicable
E911				
Feature per 1000 lines - ANI to SWBT PSAP	\$ 11.41	\$ 29.97	None	Not Applicable
Feature per 1000 lines - ANI to Non-SWBT PSAP	\$ 11.41	\$ 29.97	None	Not Applicable
Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP	\$ 11.49	\$ 173.16	None	Not Applicable
Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP	\$ 11.49	\$ 173.16	None	Not Applicable
Feature per 1000 lines - ANI and ALI to SWBT PSAP	\$ 54.90	\$ 126.54	None	Not Applicable
Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	\$ 54.90	\$ 126.54	None	Not Applicable
Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP	\$ 54.98	\$ 233.10	None	Not Applicable
Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP	\$ 54.98	\$ 233.10	None	Not Applicable
Trunk Charge per channel	\$ 33.22	\$ 110.00	None	Not Applicable
INTERCARRIER COMPENSATION				
The following rates are applicable for Section 251(b)(5) Traffic if Option 1 is elected:				
End Office Switching				
Zone 1 (Rural, per MOU	\$ 0.003800	None	None	ZZUR2
Zone 2 (Suburban), per MOU	\$ 0.002516	None	None	ZZUR2
Zone 3 (Urban), per MOU	\$ 0.002268	None	None	ZZUR2
Tandem Switching				
Duration charge, per MOU	\$ 0.000956	None	None	ZZUR1
Tandem Transport Termination				
Termination MOU Zone 1 (Rural)	\$ 0.000796	None	None	ZZUST
Termination MOU Zone 2 (Suburban)	\$ 0.000511	None	None	ZZUST
Termination MOU Zone 3 (Urban)	\$ 0.000382	None	None	ZZUST
Blended Transport				
Zone 1 Per MOU	\$ 0.000972	None	None	
Zone 2 Per MOU	\$ 0.000909	None	None	
Zone 3 Per MOU	\$ 0.000607	None	None	
Rate for Presumed ISP-Bound Traffic as per FCC 01-131	\$ 0.0007			ZZUR2
The following rates are applicable for Section 251(b)(5) Traffic and ISP-Bound Traffic if Option 2 is elected:				
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	\$ 0.0007	None	None	ZZUR2
The following rates are applicable for In-Balance Section 251(b)(5) Traffic and ISP-Bound Traffic if Option 3 (Long Term Bill and Keep) is elected:				
End Office Switching				
Zone 1 (Rural, per MOU	\$0.00	None	None	ZZUR2
Zone 2 (Suburban), per MOU	\$0.00	None	None	ZZUR2
Zone 3 (Urban), per MOU	\$0.00	None	None	ZZUR2
Tandem Switching				
Duration charge, per MOU	\$0.00	None	None	ZZUR1
Tandem Transport Termination				
Termination MOU Zone 1 (Rural)	\$0.00	None	None	ZZUST
Termination MOU Zone 2 (Suburban)	\$0.00	None	None	ZZUST
Termination MOU Zone 3 (Urban)	\$0.00	None	None	ZZUST
Blended Transport				
Zone 1 Per MOU	\$0.00	None	None	ZZUBT
Zone 2 Per MOU	\$0.00	None	None	ZZUBT
Zone 3 Per MOU	\$0.00	None	None	ZZUBT
Transit Traffic Compensation				
Transit Rate per MOU	\$0.0009600			ZZUTN
White Pages Info Pages				

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Information Pages per year per book (Zone 1)	None	\$ 93.10	None	
Information Pages per year per book (Zone 2)	None	\$ 222.82	None	
Information Pages per year per book (Zone 3)	None	\$ 1,921.26	None	
Poles, Ducts, and Conduit				
Application Fee per application	None	\$ 125.00	\$ 125.00	Not Applicable
Conversion Order Charges for Resold Services				
Mechanized Simple	None	\$ 3.33	None	
Mechanized Complex	None	\$ 3.33	None	
Simple Manual	None	\$ 13.69	None	
Complex Manual	None	\$ 69.51	None	
NXX Migration per NXX				
	None	\$ 10,000.00	None	
Local Disconnect Report	\$ 0.10	None	None	CRIS
Central Office Access Charge				
Residential	None	\$ 16.35	None	NR9B9
Business	None	\$ 21.30	None	NR9C9
OS/DA/DAL				
Directory Assistance (DA)blended Rate for 1) (DA) per call; 2) National DA (NDA) per call; 3) Business Search Category (BCS) per call; 4) Reverse Directory Assistance (RDA)	\$ 0.35			ZZUO3/ZZUO4
Directory Assistance Call Completion (DACC) - per call	\$ 0.15			ZZUO7
Directory Assistance Non-Pub Emergency Service	\$ 1.720			Not Applicable
Operator Services - Fully Automated Call Processing (Per completed automated call)	\$ 0.150			ZZUO1
Operator Services - Operator Assisted Call Processing (Per work second)	\$ 0.020			ZZUO2
Branding - UNE				
- Initial Load	NA	\$ 1,800.00		NRBDG
- Subsequent Load	NA	\$ 1,000.00		NRBDG
- Per Call	\$ 0.0200	NA		ZZUCB
External Rater - UNE				
- Initial Load	NA	\$ 2,000.00		NRBDL
- Subsequent Load	NA	\$ 1,000.00		NRBDM
DAL per listing for Initial loads	\$ 0.0585			Not Applicable
DAL per listing for Subsequent loads	\$ 0.0585			Not Applicable
Listings Products				
Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	Then current			
RESALE				
	<u>RESALE DISCOUNTS</u>	<u>First</u>	<u>Additional</u>	
BUSINESS	<u>RECURRING</u>	<u>NON-RECURRING</u>		
LOCAL EXCHANGE SERVICE				
Business 1 Party	19.80%	19.80%	NA	
Business - Multi-Line Hunting	19.80%	19.80%	NA	
			NA	
EXPANDED LOCAL CALLING			NA	
Expanded Local Calling (Mandatory)	19.80%	19.80%	NA	
Mandatory Extended Area Calling Service (EACS)- 1 Party	19.80%	19.80%	NA	
Mandatory EACS - Hotel/Motel Measured Trunk	19.80%	19.80%	NA	
Mandatory EACS - Multi-Line Hunting	19.80%	19.80%	NA	
Mandatory EACS - PBX Trunk	19.80%	19.80%	NA	
			NA	
VERTICAL SERVICES			NA	
Auto Redial	19.80%	19.80%	NA	
Call Blocker	19.80%	19.80%	NA	

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Call Forwarding	19.80%	19.80%	NA		
Call Forwarding - Busy Line	19.80%	19.80%	NA		
Call Forwarding - Busy Line/Don't Answer	19.80%	19.80%	NA		
Call Forwarding - Don't Answer	19.80%	19.80%	NA		
Call Return	19.80%	19.80%	NA		
Call Trace	19.80%	19.80%	NA		
Call Waiting	19.80%	19.80%	NA		
Calling Name	19.80%	19.80%	NA		
Calling Number	19.80%	19.80%	NA		
ComCall®	19.80%	19.80%	NA		
Personalized Ring (1 dependent number)	19.80%	19.80%	NA		
Personalized Ring (2 dependent numbers - 1st number)	19.80%	19.80%	NA		
Personalized Ring (2 dependent numbers - 2nd number)	19.80%	19.80%	NA		
Priority Call	19.80%	19.80%	NA		
Remote Access to Call Forwarding	19.80%	19.80%	NA		
Selective Call Forwarding	19.80%	19.80%	NA		
Simultaneous Call Forwarding	19.80%	19.80%	NA		
Speed Calling 8	19.80%	19.80%	NA		
Speed Calling 30	19.80%	19.80%	NA		
Three Way Calling	19.80%	19.80%	NA		
			NA		
DID			NA		
DID (First Block of 100 - Category 1)	19.80%	19.80%	NA		
DID (First Block of 10 - Category 1)	19.80%	19.80%	NA		
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.80%	19.80%	NA		
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.80%	19.80%	NA		
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.80%	19.80%	NA		
DID (with Multifrequency)	19.80%	19.80%	NA		
DID (with Dual-Tone Multifrequency)	19.80%	19.80%	NA		
DID (1st 10 Trunks or access lines)	19.80%	19.80%	NA		
DID (11th thru 50th trunk or network access line)	19.80%	19.80%	NA		
DID (51st trunk or network access line)	19.80%	19.80%	NA		
			NA		
TRUNKS			NA		
Analog Trunks	19.80%	19.80%	NA		
Digital Trunks	19.80%	19.80%	NA		
			NA		
AIN			NA		
Area Wide Networking	19.80%	19.80%	NA		
Caller Intellidata®	19.80%	19.80%	NA		
Disaster Routing Service	19.80%	19.80%	NA		
Intelligent Redirectsm	19.80%	19.80%	NA		
Positive ID	19.80%	19.80%	NA		
			NA		
OTHER			NA		
Bundled Telecommunications Services (e.g., the Works)	19.80%	19.80%	NA		
Busy Out Arrangements	19.80%	19.80%	NA		
Customer Alerting Enablement	19.80%	19.80%	NA		
Grandfathered Services	19.80%	19.80%	NA		
Hot Line	19.80%	19.80%	NA		
Hunting	19.80%	19.80%	NA		
Local Operator Assistance Service	19.80%	19.80%	NA		
Night Number associated with Telephone Number	19.80%	19.80%	NA		
Night Number associated with a Terminal	19.80%	19.80%	NA		
Promotions (Greater than 90 days)	19.80%	19.80%	NA		
Preferred Number Service	19.80%	19.80%	NA		
Telebranch®	19.80%	19.80%	NA		
TouchTone	19.80%	19.80%	NA		

UNE AECN:

RESALE AECN:

ACNA:

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Date Prepared:

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT OKLAHOMA
July 9, 2006

Schedule of Pricing
COX OKLAHOMA TELCOM, L.L.C.

Voice Dial	19.80%	19.80%	NA		
Warm Line	19.80%	19.80%	NA		
Data Services			NA		
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	19.80%	19.80%	NA		
PBX Trunks	19.80%	19.80%	NA		
Mulit-Service Optical Network (MON)	19.80%	19.80%	NA		
DS3	19.80%	19.80%	NA		
			NA		
ISDN			NA		
Circuit Switched Video/Circuit Switched Data	19.80%	19.80%	NA		
Select Video Plus®	19.80%	19.80%	NA		
Digilinesm (ISDN BRI)	19.80%	19.80%	NA		
Smart Trunksm (ISDN PRI)	19.80%	19.80%	NA		
SuperTrunk	19.80%	19.80%	NA		
			NA		
TOLL			NA		
IntraLATA MTS	19.80%	19.80%	NA		
MaxiMizer 800®	19.80%	19.80%	NA		
OutWATS	19.80%	19.80%	NA		
800 Service	19.80%	19.80%	NA		
			NA		
OPTIONAL TOLL CALLING PLANS			NA		
1+SAVERsm	19.80%	19.80%	NA		
1+SAVER Directsm	19.80%	19.80%	NA		
Circle Saver	19.80%	19.80%	NA		
Corridor Optional Saver	19.80%	19.80%	NA		
Extended Community Saver	19.80%	19.80%	NA		
			NA		
PLEXAR®			NA		
Plexar I®	19.80%	19.80%	NA		
Plexar II®	19.80%	19.80%	NA		
Plexar Custom	19.80%	19.80%	NA		
			NA		
PRIVATE LINE			NA		
Analog Private Lines	19.80%	19.80%	NA		
Automated Distribution Services	19.80%	19.80%	NA		
Digital Loop Service	19.80%	19.80%	NA		
Foreign Exchange Service	19.80%	19.80%	NA		
Foreign Serving Office	19.80%	19.80%	NA		
Frame Relay	19.80%	19.80%	NA		
Group Alerting Services	19.80%	19.80%	NA		
MegaLink I®	19.80%	19.80%	NA		
MegaLink II®	19.80%	19.80%	NA		
MegaLink III®	19.80%	19.80%	NA		
MicroLink I®	19.80%	19.80%	NA		
MicroLink II®	19.80%	19.80%	NA		
MultiPoint Video	19.80%	19.80%	NA		
Service Loop Facility Modification Service	19.80%	19.80%	NA		
			NA		
			RESALE DISCOUNTS	NA	
RESIDENCE		<u>RECURRING</u>	<u>NON-RECURRING</u>	NA	
LOCAL EXCHANGE SERVICE				NA	
Life Line and Link Up America Services	19.80%	19.80%	NA		
Residence 1 Party	19.80%	19.80%	NA		
Residence Measured	19.80%	19.80%	NA		
			NA		
EXPANDED LOCAL CALLING				NA	

UNE AECN:

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Date Prepared:

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT OKLAHOMA
July 9, 2006

Schedule of Pricing
COX OKLAHOMA TELCOM, L.L.C.

Expanded Local Calling (Mandatory)	19.80%	19.80%	NA		
Mandatory Extended Area Calling Service (EACS)- 1 Party	19.80%	19.80%	NA		
Mandatory EACS - One element measured, 1 Party	19.80%	19.80%	NA		
			NA		
VERTICAL SERVICES			NA		
Auto Redial	19.80%	19.80%	NA		
Call Blocker	19.80%	19.80%	NA		
Call Forwarding	19.80%	19.80%	NA		
Call Forwarding - Busy Line	19.80%	19.80%	NA		
Call Forwarding - Busy Line/Don't Answer	19.80%	19.80%	NA		
Call Forwarding - Don't Answer	19.80%	19.80%	NA		
Call Return	19.80%	19.80%	NA		
Call Trace	19.80%	19.80%	NA		
Call Waiting	19.80%	19.80%	NA		
Calling Name	19.80%	19.80%	NA		
Calling Number	19.80%	19.80%	NA		
ComCall®	19.80%	19.80%	NA		
Personalized Ring (1 dependent number)	19.80%	19.80%	NA		
Personalized Ring (2 dependent numbers - 1st number)	19.80%	19.80%	NA		
Personalized Ring (2 dependent numbers - 2nd number)	19.80%	19.80%	NA		
Priority Call	19.80%	19.80%	NA		
Remote Access to Call Forwarding	19.80%	19.80%	NA		
Selective Call Forwarding	19.80%	19.80%	NA		
Simultaneous Call Forwarding	19.80%	19.80%	NA		
Speed Calling 8	19.80%	19.80%	NA		
Three Way Calling	19.80%	19.80%	NA		
ISDN			NA		
			NA		
OTHER			NA		
Bundled Telecommunications Services (e.g., the Works)	19.80%	19.80%	NA		
Customer Alerting Enablement	19.80%	19.80%	NA		
Grandfathered Services	19.80%	19.80%	NA		
Hot Line	19.80%	19.80%	NA		
Local Operator Assistance Service	19.80%	19.80%	NA		
Promotions (Greater than 90 days)	19.80%	19.80%	NA		
Preferred Number Service	19.80%	19.80%	NA		
TouchTone	19.80%	19.80%	NA		
Voice Dial	19.80%	19.80%	NA		
Warm Line	19.80%	19.80%	NA		
			NA		
OTHER (Resale)			NA		
			NA		
DIRECTORY ASSISTANCE SERVICES			NA		
Nationwide Listing Services (NLS)	19.80%	19.80%	NA		
			NA		
TOLL			NA		
Home 800sm	19.80%	19.80%	NA		
IntraLATA MTS	19.80%	19.80%	NA		
			NA		
OPTIONAL TOLL CALLING PLANS			NA		
1+SAVERsm	19.80%	19.80%	NA		
1+SAVER Directsm	19.80%	19.80%	NA		
Circle Saver	19.80%	19.80%	NA		
Corridor Optional Saver	19.80%	19.80%	NA		
Extended Community Saver	19.80%	19.80%	NA		
			NA		
900/976 Call Restriction	19.80%	19.80%	NA		
Access Services	0%	0%	NA		

UNE AECN:

RESALE AECN:

ACNA:

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Date Prepared:

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
ATT OKLAHOMA
July 9, 2006

Schedule of Pricing
COX OKLAHOMA TELCOM, L.L.C.

Additional Directory Listings	19.80%	19.80%	NA		
Bill Plus	5%	5%	NA		
Company Initiated Suspension Service	0%	0%	NA		
Connections with Terminal Equipment and Communications Equipment	0%	0%	NA		
Consolidated Billing	5%	5%	NA		
Construction Charges	0%	0%	NA		
Customer Initiated Suspension Service	0%	0%	NA		
Exchange Connection Service	0%	0%	NA		
Maintenance of Service Charges	0%	0%	NA		
Telecommunications Service Priority Systems	0%	0%	NA		
Toll Billing Exception	19.80%	19.80%	NA		
Toll Restriction	19.80%	19.80%	NA		
Wireless Carrier Interconnection Services	0%	0%	NA		
Electronic Billing Information Data (daily usage) per message	\$ 0.003	NA	NA		
Local disconnect Report (LDR)					
Per WTN	\$ 0.10	NA	NA		
Electronic Simple Service Order Charge	NA	\$ 3.33	NA		
Complex conversion orders per billable number	NA	\$ 69.51	NA		
OS/DA					
Branding - Resellers					
- Initial Load	NA	\$1,800.00	NA		
- Subsequent Load	NA	\$1,800.00	NA		
- Per Call	\$ 0.0200	NA	NA		
Rate Reference - Reseller					
- Initial Load	NA	\$2,000.00	NA		
- Subsequent Load	NA	\$1,000.00	NA		
Note 1: CLEC is not entitled to the above pricing for high-capacity loops or interoffice dedicated transport, or dark fiber where there is no impairment as determined by the wire center designations.					

APPENDIX SUB-LOOP ELEMENTS

1. AT&T OKLAHOMA will provide sub-loop elements as Unbundled Network Elements as set forth in this Appendix pursuant to the Terms and Conditions specifically set out in Attachment 6: UNE and/or Attachment 25: DSL in this Agreement.
 - 1.1 A subloop is a smaller segment of AT&T OKLAHOMA's local loop plant, i.e., a portion of the loop from a point of technically feasible access beyond AT&T OKLAHOMA's central office and, up to and including, the network demarcation point, and including that portion of the loop, if any, which AT&T OKLAHOMA owns or controls inside the customer premises, including multiunit premises.
 - 1.1.1 Point of technically feasible access. A point of technically feasible access is any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. AT&T OKLAHOMA shall, upon site-specific request, provide access to a copper subloop at a splice near a remote terminal. AT&T OKLAHOMA shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

2. DEFINITIONS PERTAINING TO THE SUB-LOOP:

- 2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or in the case of some multiunit premises, the landlord's control) of the wire begins.
- 2.3 "Digital Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 2.5 Intentionally Left Blank.
- 2.6 "Inside Wire Subloop" is defined for purposes of this Appendix as all loop plant owned or controlled by AT&T OKLAHOMA at a multiunit customer premises between the minimum point of entry as defined in § 68.105 of the FCC TRO rules and the point of demarcation of AT&T OKLAHOMA's network as defined in § 68.3. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in those multi-unit properties where AT&T OKLAHOMA owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of the Inside Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner, or the end user.
- 2.7 "MTE" for the purpose of Term To NID subloop. "MTE" is a Multi Unit Premises Environment for buildings with exterior or interior mounted terminals.
 - 2.7.1 "Residential Low Rise" for the purpose of Term to NID subloop is a residential building with five stories or less.
 - 2.7.2 "Business High Rise" for the purpose of Term to NID subloop is a business building with six stories or more.
 - 2.7.3 "Business Low Rise" for the purpose of Term to NID subloop is a business building with five stories or less

- 2.8 "Network Terminating Wire (NTW)" is the service wire that connects AT&T OKLAHOMA's distribution cable to the NID at the demarcation point.
- 2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 2.10 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user's premise.
- 2.11 "SPOI" is defined as a Single Point of Interconnection. AT&T OKLAHOMA will construct a SPOI only to those multiunit premises where AT&T OKLAHOMA has distribution facilities to the premises and AT&T OKLAHOMA either owns, controls, or leases the inside wire, if any, at such premises. If AT&T OKLAHOMA has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. AT&T OKLAHOMA's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an unbundled subloop network element via a SPOI. If CLEC and AT&T OKLAHOMA are unable to negotiate terms and conditions regarding an SPOI, disputed issues, including compensation under forward-looking pricing principles, shall be resolved under the dispute resolution process.
- 2.12 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 2.13 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.
- 2.14 "ECS-to-SAI/FDI" is that portion of the loop from the ECS to the SAI/FDI.
- 2.15 "ECS-to-Term" is that portion of the loop from the ECS to the accessible terminal.
- 2.16 "ECS-to-NID" is that portion of the loop from the ECS to the NID, which is located at an end user's premise. ECS-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

3. AT&T OKLAHOMA WILL OFFER THE FOLLOWING SUBLOOP TYPES:

- 3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 3.3 Intentionally Left Blank.
- 3.4 xDSL Subloop is defined in Attachment 25: xDSL and will be available to CLEC in AT&T OKLAHOMA's incumbent local exchange areas where CLEC has an approved and effective Attachment 25: xDSL as part of this Agreement. In addition to the provisions set forth in Attachment 25: xDSL, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Appendix Subloop Elements, the collocation provisions set forth elsewhere in this Agreement, and the rates set forth in the Pricing Schedule. If there is any conflict between the provisions set forth in Attachment 25: xDSL as to the xDSL Subloop and the subloop provisions set forth in this Appendix Subloop Elements, the subloop provisions set forth in this Appendix Subloop Elements control.
- 3.5 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.
- 3.6 Inside Wire Subloops using fiber. With respect to CLEC's request for unbundled subloops within multi-tenant buildings/properties, AT&T OKLAHOMA shall make available all of the types of subloops listed above, plus high-capacity DS1 and DS3 fiber optic subloops, to enable CLEC to access customer premises in such multi-

tenant building/property. No collocation requirement exists with respect to Inside Wire Subloops. CLEC shall be allowed to access these subloops at any technically feasible terminal point at or near a multi-tenant building/property in any technically feasible manner.

4. ACCESS TO TWISTED-PAIR COPPER SUBLOOPS:

4.1 Access to terminals for twisted-pair copper subloops is defined to include, but is not limited to:

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

5. CLEC MAY REQUEST ACCESS TO THE FOLLOWING TWISTED-PAIR COPPER SUBLOOP SEGMENTS INCLUDING, BUT NOT LIMITED TO:

FROM:	TO:
1. Serving Area Interface or Feeder Distribution Interface	Terminal
2. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3. Terminal	Network Interface Device
4. NID	Stand Alone
5. *SPOI (Single Point of Interface)	Stand Alone
6. Engineering Controlled Splice (ECS)	Serving Area Interface or Feeder Distribution Interface
7. Engineering Controlled Splice (ECS)	Terminal
8. Engineering Controlled Splice (ECS)	Network Interface Device

*Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, CLEC will need to submit a BFR.

6. HIGH CAPACITY SUBLOOPS:

6.1 Access to terminals for DS1 and DS3 high capacity subloops is defined to include, but is not limited to:

- 6.1.1 any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- 6.1.2 the Remote Terminal (RT),
- 6.1.3 the Terminal (underground or aerial).

6.2 CLEC may obtain access to the DS1 or DS3 high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT) when CLEC is providing narrowband services.

6.3 CLEC may obtain access to DS1 and DS3 Inside Wire Subloops at any technically feasible point at the multitenant building/property.

7. Unbundled DS1 and DS3 subloops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to Section 2.20 of Attachment 6.

8. PROVISIONING:

- 8.1 Connecting Facility Arrangement (CFA) assignments must be in place prior to ordering and assigning specific subloop circuit(s).
- 8.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9. MAINTENANCE:

- 9.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the AT&T OKLAHOMA switch/testing equipment will be lost.
- 9.2 CLEC shall isolate trouble to the AT&T OKLAHOMA Subloop portion of the CLEC's service before reporting trouble to AT&T OKLAHOMA.
- 9.3 AT&T OKLAHOMA shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T OKLAHOMA on a trouble report and the fault is determined to be in CLEC's portion of the loop. The AT&T OKLAHOMA MSC may be found in the Pricing Schedule or tariffs.
 - 9.3.1 In the event that both AT&T OKLAHOMA and CLEC perform an initial dispatch and the trouble is not resolved, a vendor meet will be scheduled between AT&T OKLAHOMA technician and CLEC technician. Following the vendor meet, if the trouble is determined to be in CLEC's portion of the loop, an additional Maintenance of Service charge will be applied. If the trouble is determined to be in AT&T OKLAHOMA's portion of the loop, the trouble will be resolved, and prior Maintenance of Service charges will be credited.

- 9.4 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a Subloop Access Arrangement, AT&T OKLAHOMA repair forces will restore service in a non-discriminatory manner and such that the greatest number of all customers will be restored in the least amount of time. Should CLEC cabling require replacement, AT&T OKLAHOMA will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

10. SUBLOOP ACCESS ARRANGEMENTS:

- 10.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T OKLAHOMA subloop network. CLEC is not required to have a collocation arrangement in the Central Office in order to establish a Subloop Access Arrangement.
- 10.2 AT&T's assigned Account Manager will serve as the Primary Point of Contact to be an AT&T interface during the planning, engineering, and provisioning of the Subloop Access Arrangement.
- 10.3 Intentionally Left Blank.
- 10.4 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 10.5 Upon receipt of a complete and correct Application, AT&T OKLAHOMA will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis.
- 10.6 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities, and will take into account that CLECs, unlike AT&T OKLAHOMA, may not require as many subloop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable

complements, CLEC may request and will be assigned a smaller number of cable pairs, but will be charged in 25 pair splicing increments.

- 10.7 Subloop inquiries do not serve to reserve subloop(s).
- 10.8 Several options exist for Collocation or Sub-loop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 10.9 Prior to submitting the request for SCA, CLEC will be responsible for obtaining rights of way from owners of property where AT&T OKLAHOMA will place the equipment necessary for the SAA.
- 10.10 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the Structure Access appendices in the Agreement to provide the guidelines for both CLEC and AT&T OKLAHOMA to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.11 Except as set forth below, construction of the Sub-loop Access Arrangement shall take up to ninety (90) days to complete depending upon project size and scope. The time period begins when CLEC submits to AT&T OKLAHOMA written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by CLEC and before construction begins, with the balance payable upon completion. AT&T OKLAHOMA will not begin any construction under the SCA until the CLEC has provided proof that it has obtained any necessary access to rights-of-way as defined in Section 10.9. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 13, of this Agreement, AT&T OKLAHOMA will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the Sub-loop Access Arrangement. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.12 Upon completion of the construction activity, CLEC will be allowed to test the installation with an AT&T OKLAHOMA technician. If CLEC desires test access to the Sub-loop Access Arrangement, CLEC must place its own test point in its cable prior to cable entry into AT&T OKLAHOMA's interconnection point.
- 10.13 Once all subloop access arrangements have been completed and balance of payment due AT&T OKLAHOMA is received, CLEC may place a LSR for subloops at this location. Prices at which AT&T OKLAHOMA agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the Pricing Schedule.
- 10.14 A non-binding CLEC forecast shall be required as a part of the request for a Sub-loop Access Arrangement, identifying the estimated number of subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T OKLAHOMA to properly engineer access to each SAI and to ensure AT&T OKLAHOMA does not provide more available terminations than CLEC expects to use.
- 10.15 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 10.16 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction of the SCA shall be subject to removal by AT&T OKLAHOMA if such terminations are needed by AT&T OKLAHOMA to fulfill a request for service. AT&T OKLAHOMA shall provide CLEC forty-five (45) days' advance written notice of AT&T OKLAHOMA's need for such unused terminations and a date on which it intends to remove the unused terminations.
- 10.17 In the event a CLEC elects to discontinue use of an existing Sub-loop Access Arrangement, or abandons such Arrangement by failing to remove its facilities within thirty (30) days of receipt of notice from AT&T OKLAHOMA, CLEC shall pay AT&T OKLAHOMA for removal of CLEC's facilities from the SAA.

11. SUBLOOP ACCESS ARRANGEMENT ACCESS POINTS:**11.1 SAI/FDI or Accessible Terminal**

11.1.1 CLEC cable to be terminated in an AT&T OKLAHOMA SAI/FDI, or Accessible Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

11.1.2 CLEC may elect to place its cable to within three (3) feet of the Sub-loop Access Arrangement site and coil up an amount of cable, defined by AT&T OKLAHOMA's and CLEC's engineer in the design phase, that AT&T OKLAHOMA will terminate on available binding posts in the SAI/FDI or Terminal.

11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, which will be scheduled by mutual agreement, but not more than five (5) days from the date of CLEC's request for a subloop arrangement. AT&T OKLAHOMA will stub out a cable from the SAI/FDI or Terminal, which AT&T OKLAHOMA will splice to the cable at the meet point.

11.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes and such expansion is planned to occur within a 12-month period beginning on the date of CLEC's submission of the inquiry LSR.

11.1.5 Exhausted termination points in a SAI/FDI. AT&T OKLAHOMA will notify CLEC within thirty (30) days if a Subloop termination CLEC has requested to a SAI/FDI is "exhausted." For purposes of this Section 11.1.5, "exhausted" means that SAI/FDI's termination points are all terminated to assignable cable pairs. AT&T OKLAHOMA may choose to increase capacity of the SAI/FDI by the method of its choice. If AT&T OKLAHOMA chooses to increase capacity, it will so notify CLEC within ten (10) business days of the date on which CLEC requested the Subloop termination and will include in the notice AT&T OKLAHOMA's written estimate of the construction, labor, materials and related provisioning costs on a Time and Materials basis. CLEC shall not be billed for the cost of increasing capacity, but only for its Sub-loop Access Arrangement. Construction of the increased capacity and the Sub-Loop Access Arrangement will begin as provided for in Section 10.11.

11.1.6 Exhausted Termination Points in a Terminal. AT&T OKLAHOMA will notify CLEC within thirty (30) business days if a Subloop termination CLEC has requested to a Terminal is "exhausted." For purposes of this Section 11.1.6, "exhausted" means that Terminal's termination points are all terminated to assignable cable pairs. AT&T OKLAHOMA may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities. If AT&T OKLAHOMA chooses to increase capacity, it will so notify CLEC within ten (10) business days of the date on which CLEC requested the Subloop termination and will include in the notice AT&T OKLAHOMA's written estimate of the construction, labor, materials and related provisioning costs on a Time and Materials basis. CLEC shall not be billed for the cost of increasing capacity or constructing an adjacent termination facility, but only for its Sub-Loop Access Arrangement. Construction of the increased capacity or adjacent termination facility and the Sub-Loop Access Arrangement will begin as provided for in Section 10.11.

12. RELOCATION OF EXISTING ILEC/CLEC FACILITIES INVOLVED IN A SAA AT A RT, SAI/FDI, TERMINAL OR NID:

- 12.1 AT&T OKLAHOMA shall notify CLEC of pending relocation as soon as AT&T OKLAHOMA receives such notice from the property owner or governmental entity that it must relocate its ILEC facilities.
- 12.2 CLEC shall notify AT&T OKLAHOMA of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA. If AT&T OKLAHOMA receives no response to such notice, CLEC shall be deemed to have determined not to remain and its facilities will be removed and CLEC billed as provided in Section 12.7 below.

- 12.3 AT&T OKLAHOMA shall then provide CLEC an estimate of actual cost to terminate CLEC's facilities as part of the relocation of the site including the applicable Sub-loop Access Arrangement. This process may require a site visit with the CLEC and AT&T OKLAHOMA engineer.
- 12.4 CLEC shall notify AT&T OKLAHOMA of acceptance or rejection of the new SCA within 10 business days of it's receipt of AT&T OKLAHOMA's estimate.
- 12.5 Upon acceptance of the AT&T OKLAHOMA estimate, CLEC shall pay at least 50% of the relocation costs at the same time as it notifies AT&T OKLAHOMA of its acceptance of estimated costs.
- 12.6 If CLEC decides not to continue the Sub-loop Access Arrangement, CLEC will notify AT&T OKLAHOMA as to the date that AT&T OKLAHOMA may remove CLEC's facilities from that SAA. CLEC will pay AT&T OKLAHOMA for all actual itemized costs incurred by AT&T OKLAHOMA associated with the removal of the CLEC's SAA.
- 12.7 In the event that CLEC does not timely respond to AT&T OKLAHOMA's notice but does notify AT&T OKLAHOMA of its intention to continue the Sub-Loop Access Arrangement, AT&T OKLAHOMA shall move CLEC's facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. If CLEC fails to pay this bill, AT&T OKLAHOMA will remove CLEC's facilities from the site upon 30 days notice to the CLEC.

13. INTENTIONALLY OMITTED

14. ESTABLISHMENT OF INTERMEDIARY BOX FOR CLEC ACCESS TO TERM TO NID MTE SUBLOOP SEGMENT

- 14.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T OKLAHOMA Term to NID subloop segments in order to serve its end-user customers at MTEs in AT&T OKLAHOMA's incumbent local exchange areas ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from AT&T OKLAHOMA within the intermediary box (in order to obtain access to AT&T OKLAHOMA Term to NID MTE Subloop Segments). In the event CLEC wishes to access AT&T OKLAHOMA Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

14.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.

14.1.2 The intermediary box shall contain blocks that meet AT&T OKLAHOMA's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T OKLAHOMA technician the ability to run jumper/cross connect from AT&T OKLAHOMA terminal to the intermediary box.

14.1.3 CLEC agrees that the AT&T OKLAHOMA technician shall run the jumper/cross-connect from AT&T OKLAHOMA's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T OKLAHOMA Term to NID MTE Subloop Segments in AT&T OKLAHOMA.'s incumbent local exchange areas For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and CLEC's intermediary box.

14.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Subloop Segments from AT&T OKLAHOMA.

14.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T OKLAHOMA associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Subloop

Segment including, without limitation: transferring the end-user customer's service from AT&T OKLAHOMA to CLEC, providing AT&T OKLAHOMA with CFA prior to ordering and the assigning of a specific Term to NID MTE Subloop Segment(s).

- 14.1.6 The ordering procedures for the Term to NID MTE Subloop Segment will be the same as those that apply to subloop UNEs today and shall be submitted to AT&T OKLAHOMA by CLEC via a Local Service Request ("LSR").
- 14.1.7 AT&T OKLAHOMA will upon receipt of the LSR from CLEC for a Term to NID MTE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by CLEC on the LSR, from the AT&T OKLAHOMA terminal to the CLEC intermediary box. AT&T OKLAHOMA must have access to the intermediary box for completion of the order.
- 14.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments, CLEC may elect to lease from AT&T OKLAHOMA Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the Pricing Schedule for the "Term to NID MTE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from AT&T OKLAHOMA in lieu of AT&T OKLAHOMA's standard Term to NID subloop segment addressed in this Section, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

15. ESTABLISHMENT OF TERM TO NID MTE SUBLOOP SEGMENT WHEN NO INTERMEDIARY BOX IS INSTALLED

- 15.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T OKLAHOMA install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from AT&T OKLAHOMA Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the Pricing Schedule for the "Term to NID MTE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from AT&T OKLAHOMA in lieu of AT&T OKLAHOMA's standard Term to NID subloop segment addressed in Section 5.0 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, AT&T OKLAHOMA will provide CLEC with access to the Term To NID MTE subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T OKLAHOMA's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T OKLAHOMA will encase the cross connect in conduit, a protective covered common path, between the AT&T OKLAHOMA terminal and CLEC's terminal.
- 15.2 If CLEC elects this option to obtain access to the Term To NID subloop in an MTE Environment, neither the AT&T OKLAHOMA SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the AT&T OKLAHOMA cross-connect, AT&T OKLAHOMA could not require any CFA information from CLEC.

16. ENGINEERING CONTROLLED SPLICING (ECS)

- 16.1 AT&T OKLAHOMA will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T OKLAHOMA, for CLECs to gain access to subloops at or near RTs.
- 16.2 The ECS shall be made available for Sub-loop Access Arrangements utilizing the Special Construction Arrangement (SCA).
 - 16.2.1 If CLEC requests such an SCA, CLEC shall pay all of the actual construction, labor, materials and related provisioning costs incurred by AT&T OKLAHOMA to fulfill its SCA on a Time and Materials basis, provided that AT&T OKLAHOMA will construct any Sub-loop Access Arrangement requested by

CLEC in a cost-effective and efficient manner. If AT&T OKLAHOMA elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.

16.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an ECS (regardless of whether CLEC actually utilizes all such pairs), even if AT&T OKLAHOMA places more pairs at the splice.

16.2.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, which will be scheduled by mutual agreement, but not more than thirty (30) days from the date of CLEC's request for a subloop arrangement. AT&T OKLAHOMA will stub out a cable from the RT, which AT&T OKLAHOMA will splice to the cable at the meet point.

16.2.4 AT&T OKLAHOMA will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the RT site. Although AT&T OKLAHOMA will construct the ECS, the ECS may be owned by AT&T OKLAHOMA or CLEC (depending on the specific arrangement) at the option of AT&T OKLAHOMA.

16.2.5 If more than one requesting CLEC obtains space in expanded RTs or in adjacent structures and obtains a Sub-loop Access Arrangement with the new copper interface point at the ECS, the initial CLEC which incurred the costs of construction of the ECS and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the subsequent requesting CLECs.

16.2.6 AT&T OKLAHOMA may require a separate SCA for each RT site.

16.2.7 Except as set forth below in this Section 16.2.7, CLEC must submit written acceptance and at least 50% of payment for the SCA before AT&T OKLAHOMA will begin construction of the ECS. Construction of the ECS and access to the copper subloop may take up to ninety (90) days to complete depending upon project size and scope. CLEC shall be granted access upon completion of the construction of the ECS provided, however, that CLEC must tender payment in full to AT&T OKLAHOMA for the SCA before access will be granted. AT&T OKLAHOMA will not begin any construction of the ECS until CLEC has provided proof that it has obtained access to any necessary rights-of-way as defined in Section 10.9. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T OKLAHOMA will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and payment of not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

16.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

16.3.1 Dedicated Facility Option (DFO)

16.3.1.1 CLEC may request that AT&T OKLAHOMA splice the existing cabling between the ECS and the SAI to CLEC's Sub-loop Access Arrangement facility. This facility will be "dedicated" to CLEC for subsequent subloop orders.

16.3.1.2 CLEC must designate the quantity of subloops it desires to access via this spliced, dedicated facility, specified by subtending SAI.

16.3.1.3 CLEC will compensate AT&T OKLAHOMA for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to CLEC between the ECS and the SAI.

16.3.2 Cross-connected Facility Option (CFO)

16.3.2.1 CLEC may request that AT&T OKLAHOMA build an ECS cross-connect junction on which to terminate CLEC's Sub-loop Access Arrangement facility.

16.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T OKLAHOMA cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T OKLAHOMA cabling.

16.3.2.3 CLEC must designate the quantity of subloops it desires to access via this cross-connectable, dedicated facility, specified by subtending SAI.

16.4 CLEC will compensate AT&T OKLAHOMA for the charges incurred by AT&T OKLAHOMA derived from CLEC's request for the SCA.

ATTACHMENT 7: ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS

1. GENERAL REQUIREMENTS

- 1.1 AT&T OKLAHOMA will provide pre-order, ordering and provisioning services to CLEC associated with Unbundled Network Elements ("UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning – Unbundled Network Elements. . .
- 1.2 Charges for the relevant services provided under this Attachment are included in the Pricing Schedule .
- 1.3 CLEC may order, and AT&T OKLAHOMA will fill orders, for Unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from AT&T OKLAHOMA on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element.
- 1.4 CLEC may order, and AT&T OKLAHOMA will fill orders, for specified combinations of Unbundled Network Elements, as provided for and consistent with the defined requirements, in Attachment 6. Combinations of Section 251 Unbundled Network Elements may be requested by a CLEC from AT&T OKLAHOMA on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. When no entrance facility is required, CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). In accordance with the Change Management Process, AT&T OKLAHOMA agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.
- 1.5 For all Unbundled Network Elements and Combinations ordered under this Agreement, AT&T OKLAHOMA will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time AT&T OKLAHOMA receives the service order from CLEC) to the services AT&T OKLAHOMA provides to its end users for an equivalent service. When UNEs are ordered in combination, the service must be supported by all the functionalities provided to AT&T OKLAHOMA local exchange service customers. This will include but is not limited to, Dispatch scheduling and Real Time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics AT&T OKLAHOMA achieves when providing the equivalent end user services to an end user.
- 1.6 Customer Specific Unbundled Network Elements are Unbundled Network Elements provided by AT&T OKLAHOMA to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific Unbundled Network Elements include the Local Loop, and any combination thereof (e.g. local loop). The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific Unbundled Network Elements. AT&T OKLAHOMA agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form and Loop Element Form (formerly Loop Service form) developed by the OBF.

2. ORDERING AND PROVISIONING INTERFACE

- 2.1 Pre-order, Ordering and Provisioning requests for Unbundled Network Elements or Combinations provided by AT&T OKLAHOMA to CLEC will be transmitted to the AT&T OKLAHOMA Local Service Center (LSC). AT&T OKLAHOMA will respond to CLEC calls with the same level of service that AT&T OKLAHOMA provides to their local exchange customers.
- 2.2 AT&T OKLAHOMA will provide a Single Point of Contact (SPOC) for all of CLEC's ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. (CST) Monday through Friday (except holidays). AT&T OKLAHOMA will respond to emergency requests for after hours provisioning via the LOC 24 hrs/day, 7 days a week.

2.2.1 AT&T OKLAHOMA will provide ordering and provisioning services to CLEC for Unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. (CST) through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that AT&T OKLAHOMA provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m. (CST)) ordering, and provisioning services. If CLEC requests that AT&T OKLAHOMA perform such services, AT&T OKLAHOMA will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts AT&T OKLAHOMA's quote, AT&T OKLAHOMA will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.

2.3 AT&T OKLAHOMA will also provide to CLEC a toll free nationwide telephone number to the Information Service Call Center (ISCC) for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 9:00 p.m. CST, Monday through Friday) and 8:00 a.m. to 5:00 p.m. (CST Saturday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Unbundled Network Elements. ISCC help desk function for electronic system interfaces for all off shift hours are covered via on-call pager. These hours of operation will continue to be posted to CLEC OnLine website and are subject to change through the Change Management Process.

3. AT&T OKLAHOMA will recognize CLEC as the customer of record for all Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

3.1 AT&T OKLAHOMA will provide the following to CLEC upon request:

3.1.1 Designed Layout Record Card for designed Unbundled Network Elements;

3.1.2 Where AT&T OKLAHOMA is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to AT&T OKLAHOMA, AT&T OKLAHOMA will provide copies of notices containing information received by AT&T OKLAHOMA to CLEC.

3.2 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquires to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

3.3 Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.

3.4 AT&T OKLAHOMA and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

3.5 AT&T OKLAHOMA and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to AT&T OKLAHOMA from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent AT&T OKLAHOMA procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from AT&T OKLAHOMA customers to an AT&T OKLAHOMA designated number. CLEC and AT&T OKLAHOMA will agree on the scripts to be used for this purpose.

4. ORDERING REQUIREMENTS

- 4.1 AT&T OKLAHOMA will provide CLEC with standard provisioning intervals for all Unbundled Network Elements and combinations as compared to AT&T OKLAHOMA customers for equivalent service. These intervals are found in Attachment 17.
- 4.2 On a conversion as specified order, AT&T OKLAHOMA will not require CLEC to provide data that AT&T OKLAHOMA has not made available to CLEC, or that CLEC does not have reasonable access to otherwise.

5. PROVISIONING REQUIREMENTS

- 5.1 Except in the event a CLEC local service customer changes its local service provider to another competitive local service provider or AT&T OKLAHOMA, AT&T OKLAHOMA may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts AT&T OKLAHOMA regarding a change in CLEC service will be advised to contact CLEC. Any AT&T OKLAHOMA customer who contacts CLEC regarding a change in AT&T OKLAHOMA service will be advised to contact AT&T OKLAHOMA. In those instances when any CLEC local service customer changes its local service provider to another competitive local service provider or AT&T OKLAHOMA, CLEC will be notified as described in the Line Loss Notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
- 5.2 Where available, AT&T OKLAHOMA will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by CLEC.
- 5.3 Any written "leave behind" materials that AT&T OKLAHOMA technicians provide to CLEC local customers will be non-branded materials that do not identify the work being performed as being AT&T OKLAHOMA's. These materials will include, without limitation, non-branded forms for the customer and non-branded "not at home" cards. "CLEC branded" materials, to be utilized by AT&T OKLAHOMA installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to AT&T OKLAHOMA by and at the sole expense of CLEC. AT&T OKLAHOMA will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that AT&T OKLAHOMA, including individual AT&T OKLAHOMA technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by AT&T OKLAHOMA or the technician.
- 5.4 AT&T OKLAHOMA technicians will refer CLEC local customers to their local service provider, if a CLEC local customer requests a change to service at the time of installation. When an AT&T OKLAHOMA employee visits the premises of a CLEC local customer, the AT&T OKLAHOMA employee must inform the customer that he or she is there acting on behalf of the CLEC.
- 5.5 AT&T OKLAHOMA will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under a CLEC order for such service.

6. PERFORMANCE REQUIREMENTS

- 6.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and AT&T OKLAHOMA will specify a DD based on the applicable intervals. In the event CLEC's desired Due Date is less than the standard interval, the service order will be assigned a DD using the applicable interval. If expedited service is requested, CLEC will populate Expedite and Expedite Reason on the request. AT&T OKLAHOMA will contact CLEC and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply as reflected in Attachment 6, the Pricing Schedule labeled "Service Order Charges - Unbundled Element Expedited". AT&T OKLAHOMA will not complete the order prior to the DD or later than the DD unless authorized by CLEC. CLEC and AT&T OKLAHOMA will use the escalation process documented in the CLEC Handbook and contacts reflected in the Escalation website for

resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. AT&T OKLAHOMA will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.

- 6.2 When CLEC places an LSR to change the Desired Due Date (DDD) from a previous version of the LSR that a FOC has already been received on, AT&T OKLAHOMA will specify a DD based on the applicable intervals. If the desired Due Date is less than the standard interval, the expedite performance requirements will apply in addition. If expedited service is not requested, this situation will be considered a Due Date change and applicable service order charges will apply as reflected in Attachment 6, Pricing Schedule labeled "Service Order Charges – Unbundled Element Due Date Change".
- 6.3 When CLEC places an LSR to cancel the request from a previous version of the LSR that a FOC has already been received on, AT&T OKLAHOMA will process the cancel based on the request. This situation will be considered a cancel and applicable service order charges will apply as reflected in Attachment 6, Pricing Schedule labeled "Service Order Charges – Unbundled Element Cancel".
- 6.4 When CLEC or patron/end-user is not ready for service by or on the Due Date (DD), AT&T OKLAHOMA will return a jeopardy notification to the CLEC. This situation will be considered a Customer Not Ready and applicable service order charges will apply as reflected in Attachment 6, Pricing Schedule labeled "Service Order Charges – Unbundled Element Customer Not Ready".

7. INTERVALS FOR ORDER COMPLETION FOR UNE AND OTHER ITEMS

- 7.1 AT&T OKLAHOMA will provide Performance Measurements as outlined in Attachment 17 Performance Measures within this Agreement.

8. PRICING

- 8.1 CLEC may request that a billing item be investigated on the AT&T OKLAHOMA provided bill. CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the AT&T OKLAHOMA- Local Service Center (LSC). The AT&T OKLAHOMA LSC will perform investigation on each disputed item. The LSC shall complete its investigation and inform CLEC of the results within 90 days of receipt of CLEC's dispute submission, unless the Parties mutually agree to a longer period of time based on the complexity of the nature of the dispute.

**PRE-ORDER AND ORDERING
AND PROVISIONING – UNE**

Function	Loop	LNP	Loop w/ LNP	Dedicated Transport	DSR
PRE-ORDER					
Address Verification	X	X	X	X	X
Service/Feature Availability	X	X	X	X	X
Telephone Number Assignment	X	X	X	X	X
Dispatch Schedule	X	X	X	X	X
Due Date	X	X	X	X	X
Customer Service Record	X	X	X	X	X
ORDERING & PROVISIONING					
Conversion as Specified	X ^{1,6,7,8}	X ²	X ^{1,6,7,8}	X ⁹	X
Add/Disc Lines	X	X ³	X ³		X ¹¹
Directory Listing - White – Straight Line	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X		X
Partial Migration (Line/WTN vs. Account Level)	X	X	X		X ¹¹
Line Conditioning	X		X		
With / Without Diversity	X		X	X	
With / Without Clear Channel Capability	X ¹⁰		X ¹⁰	X	
New Connects	X	X ³	X ³	X	X
Single Line	X		X ³		
Multi-Line (Less Than 30 Lines)	X		X ³		

Function	Loop	LNP	Loop w/ LNP	Dedicated Transport	DSR
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	X		X ³		
Disconnects	X	X	X	X	X
Change Orders	X	X	X	X	X
Add/Disc Class Features					
Simple Number Change		X	X		
Add/Disc Lines	X	X ³	X ³		X ¹¹
Directory Listing - White – Straight Line	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X		X
Line Conditioning	X		X		
With / Without Diversity	X		X	X	
With / Without Clear Channel Capability	X ¹⁰		X ¹⁰	X	
Records Only Order	X	X	X	X	X
Outside Move	X		X	X	
Inside Move	X		X		
POST SERVICE ORDER EDI TRANSACTIONS					
Supplemental Orders	X	X	X	X	X
Firm Order Confirmation (FOC)	X	X	X	X	X
Jeopardies	X	X	X	X	X
Rejects	X	X	X	X	X

Function	Loop	LNP	Loop w/ LNP	Dedicated Transport	DSR
Order Completion	X	X	X	X	X

Footnotes:

1. Existing AT&T OKLAHOMA customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC UNE (Platform, port or loop) customer.
2. Existing AT&T OKLAHOMA number or existing CLEC INP number.
3. "Numbers" should be substituted for "lines"
4. Existing CLEC Unbundled Loop customer
5. Intentionally Left Blank
6. Intentionally Left Blank
7. Intentionally Left Blank
8. Intentionally Left Blank
9. Existing CLEC leased facility
10. Only applies to DS-1 loops
11. "Directory Listings" should be substituted for "lines"

ATTACHMENT 8: MAINTENANCE - UNBUNDLED NETWORK ELEMENTS

1. GENERAL REQUIREMENTS

1.1 AT&T OKLAHOMA will provide repair, maintenance, testing, and surveillance for all Unbundled Network Elements and any Combinations of Network Elements (Combinations) and Comingled Network Elements (Comingled Elements) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

2. MAINTENANCE REQUIREMENTS

2.1 AT&T OKLAHOMA will provide maintenance for all Unbundled Network Elements and Combinations and Comingled Elements ordered under this Agreement at levels equal to the maintenance provided by AT&T OKLAHOMA in serving its end user customers, consistent with Attachment 6 UNE, Section 2.6, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17 or any OKLAHOMA Commission-ordered performance measures.

3. REPAIR SERVICE RESPONSE

3.1 AT&T OKLAHOMA technicians will provide repair service on Unbundled Network Elements and Combinations, and Comingled Unbundled Network Elements that is at least equal in quality to that provided to AT&T OKLAHOMA customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of AT&T OKLAHOMA customers. CLEC and AT&T OKLAHOMA agree to use the severity and priority restoration guidelines set forth in AT&T OKLAHOMA MMP 94-08-001 dated April 1996, and as subsequently modified. The Parties agree that their mutual objective is to identify and correct the cause of the trouble requiring repair, not simply eliminate a symptom of the underlying trouble. Where AT&T OKLAHOMA identifies the cause as being within AT&T OKLAHOMA's network, facilities and control, AT&T OKLAHOMA shall take appropriate steps to correct the cause of the trouble. CLEC shall be responsible for correcting the cause of the trouble if the cause lies in CLEC's network, facilities and control. The Parties further agree that, where the root cause of the underlying trouble is debatable or difficult to identify, CLEC and AT&T OKLAHOMA may schedule a technical meeting; where the same trouble has been reported after initial attempts have been made to correct it, CLEC and AT&T OKLAHOMA shall schedule a technical meeting.

4. INTERCOMPANY COMMUNICATIONS

4.1 The AT&T OKLAHOMA Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting CLEC customers. CLEC may call the AT&T OKLAHOMA NMSC in order to discuss scheduled activities that may impact CLEC customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

5. EMERGENCY RESTORATION

5.1 AT&T OKLAHOMA NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified the LOC will notify the affected CLEC.

5.1.1 AT&T OKLAHOMA LOC will be the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services and 251(c)(3) UNEs restoration process;

5.1.2 AT&T OKLAHOMA agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with AT&T OKLAHOMA TSP services for restoration. AT&T OKLAHOMA will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

6. MISDIRECTED REPAIR CALLS

6.1 All misdirected repair calls to AT&T OKLAHOMA from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by AT&T OKLAHOMA will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in AT&T OKLAHOMA's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for AT&T OKLAHOMA customers to an AT&T OKLAHOMA designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

7. REPAIR PROCEDURES

7.1 AT&T OKLAHOMA agrees to the following:

7.2 AT&T OKLAHOMA will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.

7.3 Intentionally Left Blank.

7.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.

7.5 While in manual mode operation, AT&T OKLAHOMA will provide CLEC "estimated time to restore." The AT&T OKLAHOMA LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by AT&T OKLAHOMA for a maximum of four months after CLEC's market entry date in Oklahoma. or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. Manual jeopardy status information will be provided during any outage or failure in OSS. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

7.6 When AT&T OKLAHOMA responds to a CLEC trouble ticket with "no trouble found," CLEC may request a joint test to be conducted by an AT&T OKLAHOMA technician and, at CLEC's discretion, either a CLEC technician, a vendor technician and/or CLEC's NOC.

7.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

7.8 For network outages other than emergency outages, the performance measurements established in Attachment 17 Performance Measures will govern.

7.9 For purposes of this Section, facilities and equipment provided to CLEC through an Unbundled Network Element or Combination, or Commingled Elements is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination, or Commingled Elements is equal to that provided before the outage or the trouble occurred and any discovered defect is repaired.

8. ESCALATION PROCEDURES

8.1 AT&T OKLAHOMA will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of AT&T OKLAHOMA management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in AT&T OKLAHOMA's LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

9. PREMISES VISIT PROCEDURES

9.1 AT&T OKLAHOMA Maintenance of Service Charges, when applicable, will be billed by AT&T OKLAHOMA to CLEC, and not to CLEC's end-user customers.

9.2 Dispatching of AT&T OKLAHOMA technicians to CLEC Customer premises shall be accomplished by AT&T OKLAHOMA pursuant to a request received from CLEC.

9.3 When a AT&T OKLAHOMA employee visits the premises of a CLEC local service customer, the AT&T OKLAHOMA employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that AT&T OKLAHOMA was on their premises acting on behalf of their local service provider. The AT&T OKLAHOMA employee shall not make any comments or remarks to CLEC's customer or anyone else at the customer's location that disparage CLEC's services, facilities, reliability, operations or business.

9.4 If a trouble cannot be cleared without access to CLEC's local service customer's premises and the customer is not at home, the AT&T OKLAHOMA technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

10. TESTING

10.1 All Unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to AT&T OKLAHOMA. Upon receipt of a trouble report on Unbundled Network Element(s), AT&T OKLAHOMA will test and sectionalize all elements purchased from (or provided by) AT&T OKLAHOMA. If AT&T OKLAHOMA determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then AT&T OKLAHOMA will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling. AT&T OKLAHOMA shall support CLEC's request for a joint test, as described in Section 7.6.

10.2 AT&T OKLAHOMA and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between AT&T OKLAHOMA and CLEC under which they will work together.

11. PRICING

11.1 Charges for the relevant services provided under this Attachment are included in Attachment 6, Pricing Schedule.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and AT&T OKLAHOMA will interconnect their networks in the event that CLEC is providing its own switching facilities. The arrangements described herein do not apply to the provision and utilization of unbundled Network Elements which are addressed in Attachment 6: Unbundled Network Elements.

1. DEFINITIONS:

- 1.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 1.3 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.4 "IntraLATA Toll Traffic" is defined as traffic between one AT&T OKLAHOMA local calling area and another AT&T-OKLAHOMA local calling area or another LEC within the same LATA.
- 1.5 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Intercarrier Compensation
- 1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 1.9 A "Local Calling Area" or "LCA" is an AT&T OKLAHOMA local calling area, as defined in AT&T OKLAHOMA's General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).
- 1.10 "Local Interconnection Trunk Groups" are one-way or two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC end users and AT&T OKLAHOMA end users.
- 1.11 Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 1.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.14 "Remote End Office Switch" is an AT&T OKLAHOMA switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an AT&T OKLAHOMA End Office Switch. Such features, function, and capabilities are provided AT&T OKLAHOMA Remote End Office Switch via an umbilical and an AT&T OKLAHOMA Host End Office.
- 1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Intercarrier Compensation.

- 1.16 "Section 251(b)(5)/ IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) FX or virtual FX traffic, (iv) Transit Traffic, (v) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T-OKLAHOMA where AT&T-OKLAHOMA is both the Section 251(b)(5) Traffic and intraLATA toll provider, or (vi) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- 1.17 A "Tandem Serving Area" or "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.

2. REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION

Section 2.1through Section 2.8 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

- 2.1 CLEC may utilize facilities of third parties to satisfy all requirements herein, and AT&T OKLAHOMA shall, if requested by CLEC, route Section 251(b)(5)/IntraLATA Toll Traffic that is dialed to CLECs customers to Points of Interconnection of another provider for transiting to CLEC, provided such Point(s) of Interconnection comply with requirements in this agreement and provided that CLEC does not have trunking of its own to the same local calling areas. AT&T OKLAHOMA also shall, if requested by CLEC, and if CLEC's circuits are busy, route overflow traffic to a third party provider/s Point(s) of Interconnection, provided such Point(s) of interconnection comply with requirements herein. AT&T OKLAHOMA shall accept CLECs traffic routed by way of a third party's Point of Interconnection, provided such Point of Interconnection complies with requirements herein and provided that CLEC's traffic complies with the requirements herein.
- 2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) Neither party shall be required to establish more than one POI per LATA and POIs shall be established pursuant to Section 2.8.
- 2.3 Intentionally Left Blank.
- 2.4 POIs, which may be CLEC's switch location, shall be established at any technically feasible point inside the geographical areas in which AT&T OKLAHOMA is the franchised Incumbent LEC and within AT&T OKLAHOMA's network.
- 2.5 Intentionally Left Blank.
- 2.6 Intentionally Left Blank.
- 2.7 POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.
- 2.8 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

3. TRUNKING REQUIREMENTS PER LCA

- 3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:
 - 3.1.1 Each AT&T OKLAHOMA Local Tandem in the LCA where CLEC Offers Service when there are AT&T OKLAHOMA Local Tandem(s) in the LCA where CLEC Offers Service.
 - 3.1.2 Each AT&T OKLAHOMA End Office in the LCA where CLEC Offers Service when there is no AT&T Local Tandem in the LCA where CLEC Offers Service.
- 3.2 For the purpose of receiving Section 251(b)(5)/IntraLATA Toll Traffic from the other Party, the Parties shall mutually agree to the quantity and location of points of interconnection ("IPs") that each Party will establish within each respective LATA. Where 2-way Local Interconnection Trunks are used (and a

single physical POI is used per trunk group), the IP(s) will define the each Party's financial responsibility for the facilities used for Local Interconnection Trunk Groups. Both Parties shall, unless the Parties otherwise mutually agree, have an equal number of IPs. The IP locations of one Party may be exactly the same, partially the same or completely different than the IP locations of the other Party.

- 3.3 In the event that the Parties cannot reach mutual agreement as to the quantity of IPs, the default shall be the quantity of AT&T OKLAHOMA tandems or CLEC tandems within the LATA, whichever is greater.
- 3.4 In the event that the Parties cannot reach mutual agreement as to the location of IPs, the default shall be the location of each AT&T OKLAHOMA's tandem switch(es) and CLEC switch(es).
- 3.5 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.
- 3.6 When CLEC Offers Service in an LCA that has at least one AT&T OKLAHOMA Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an AT&T OKLAHOMA End Office which subtends an AT&T OKLAHOMA Local Tandem in the LCA exceeds 24 DS0s at peak over a period of three consecutive months, CLEC shall establish a Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to a AT&T OKLAHOMA End Office also known as a "DEOT" group) to that AT&T OKLAHOMA End Office, whether one way or two way.
- 3.7 Intentionally Left Blank.
- 3.8 Intentionally Left Blank.
- 3.9 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic is served only by an AT&T OKLAHOMA Remote End Office Switch, CLEC shall DEOT to the appropriate AT&T OKLAHOMA Host End Office Switch.
- 3.10 DEOT group(s) to AT&T OKLAHOMA End Offices shall be provisioned as one-way or two-way trunks and used as one-way or two-way trunks.

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8. PROVISION OF INFORMATION

- 8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to AT&T OKLAHOMA (as set forth in AT&T OKLAHOMA's CLEC Handbook, published on the CLEC website.)

9. ASR CONTROL FOR TWO-WAY TRUNK GROUPS

- 9.1 CLEC shall have administrative and order control (e.g., determination of trunk group size) of all two-way trunk groups provisioned between CLEC and AT&T OKLAHOMA.
- 9.2 This only applies to the extent that it does not require AT&T OKLAHOMA to redesign its network configuration.
- 9.3 AT&T OKLAHOMA reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall AT&T OKLAHOMA be allowed to issue ASRs on CLEC's behalf.

10. ANCILLARY SERVICES

- 10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, E911), additional POIs may be required for interconnection to such ancillary services.
- 10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups. The trunking requirements for these are specified in Appendix ITR.

11. SIGNALING

- 11.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T OKLAHOMA network.
- 11.2 Multifrequency (MF) signaling will be utilized in cases where AT&T OKLAHOMA switching platforms do not support SS7.

12. INTERCONNECTION METHODS

- 12.1 Where CLEC seeks to interconnect with AT&T OKLAHOMA for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Toll Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:
 - 12.1.1 Physical Collocation
 - 12.1.2 Virtual Collocation
 - 12.1.3 SONET Based
 - 12.1.4 Fiber Meet Point
 - 12.1.5 Leasing of facilities from a third party
 - 12.1.6 CLEC self-buildout
 - 12.1.7 Any other mutually agreeable methods of obtaining interconnection.
13. In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1. INTRODUCTION

- 1.1 The Interconnection of CLEC and AT&T OKLAHOMA networks shall be designed to promote network efficiency.
- 1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with AT&T OKLAHOMA facilities. All references to incoming and outgoing trunk groups are from the perspective of CLEC.
- 1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel where it is currently deployed at the time of the request.
- 1.4 AT&T OKLAHOMA will allow CLEC to use the same physical facilities to provision one-way or two-way Local Interconnection Trunk Groups, where technically feasible. CLEC shall have administrative and order control (e.g., determination of trunk group size) of the trunk groups to the extent that it does not require AT&T OKLAHOMA to redesign its network configuration.

2. TRUNK GROUP CONFIGURATIONS:

- 2.1 AT&T OKLAHOMA will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC.

2.1.1 CLEC Originating (CLEC to AT&T Oklahoma):

For CLEC Originating traffic (CLEC to AT&T Oklahoma), InterLATA toll traffic and toll traffic originating from an End-User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA toll provider may be combined with Section 251(b)(5) Traffic and ISP-Bound Traffic on the same trunk group when CLEC routes traffic to a AT&T Oklahoma Local/IntraLATA Tandem Switch, Local/ access tandem Switch or directly to a AT&T Oklahoma End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to AT&T Oklahoma End Offices will be provisioned and paid for by AT&T Oklahoma as two-way and used as two-way. When AT&T Oklahoma Access Tandem Switches are separate from Local Tandem Switches separate trunk group used to carry Section 251(b)(5) Traffic and ISP-Bound Traffic will be provided to each Local Tandem Switch and a separate intraLATA toll trunk group used to carry IntraLATA Toll Traffic originating from an End-User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider will be provided to an Access Tandem Switch. When there are multiple AT&T Oklahoma Local/IntraLATA Tandem Switches and/or Local/Access Tandem Switches in a Local Exchange Area, separate trunk groups will be established to each Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch. Such trunk groups may carry Section 251(b)(5), ISP-Bound Traffic and traffic originating from an End-User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider. Trunk groups to any AT&T Oklahoma Tandem(s) shall be provisioned as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T Oklahoma network. Multifrequency (MF) signaling will be utilized in cases where AT&T Oklahoma switching platforms do not support SS7.

Trunking to an AT&T Oklahoma Local, Local/IntraLATA, or Local/Access Tandem Switch will provide CLEC access to the AT&T Oklahoma End Offices which subtend that tandem and to

other service providers that are connected to AT&T Oklahoma. Trunking to an AT&T Oklahoma End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

2.1.2 CLEC Terminating (AT&T Oklahoma to CLEC):

For CLEC Terminating traffic (AT&T Oklahoma to CLEC), where AT&T Oklahoma has a Local/IntraLATA or Local/Access Tandem Switch AT&T Oklahoma will combine the Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic originating from an End-User obtaining local dialtone from AT&T Oklahoma where AT&T Oklahoma is both the Section 251(b)(5) Traffic and intraLATA toll provider over a single two-way trunk group. When AT&T Oklahoma has Access Tandem Switches that serve a Local Exchange Area separate from Local Tandem-Switches in a Local Exchange Area, AT&T Oklahoma shall deliver Section 251(b)(5) Traffic and ISP-Bound traffic from the Local Tandem Switch to CLEC over the two-way trunk group. AT&T Oklahoma shall deliver IntraLATA Toll Traffic from the Access Tandem Switch to CLEC over the two-way trunk groups. As noted in Section 2.1.1 above, direct trunk group(s) between CLEC and AT&T Oklahoma End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T Oklahoma network. Multifrequency (MF) signaling will be utilized in cases where AT&T Oklahoma switching platforms do not support SS7.

2.2 Meet Point Traffic:

Meet Point Traffic will be transported between the AT&T OKLAHOMA Access Tandem Switch and CLEC over a "meet point" trunk group separate from Local Interconnection Trunk Groups. This trunk group will be established for the transmission and routing of Exchange Access traffic and IntraLATA Toll Traffic routed via an IXC between CLEC's end users and interexchange carriers via an AT&T OKLAHOMA Access Tandem Switch. When AT&T OKLAHOMA has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "meet point" trunk group to one AT&T OKLAHOMA Access Tandem Switch within the Local Exchange Area in which CLEC homes its NPA/NXXs. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.3 Direct End Office Trunking:

The Parties shall establish a two-way Direct End Office Trunk Group (DEOT) when actual End Office traffic exceeds 24 DS0s at peak over three consecutive months or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the Local Exchange Area.

Trunking to an AT&T OKLAHOMA End Office shall afford CLEC access only to the NXXs served by that individual End Office.

2.4 E911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within a Local Exchange Area in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

2.5 Mass Calling (Public Response Choke Network):

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

In lieu of the above CLEC may use call gapping and software designed networks to control Mass Calling.

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, AT&T OKLAHOMA will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section. CLEC has the option of call gapping or trunking to a specific tandem for gapping by AT&T OKLAHOMA.

2.6 Operator Services/Directory Assistance Trunk Group(s)

2.6.1 Inward Assistance Inward Operator Assistance (Call Code 121) - CLEC may choose from two interconnection options for Inward Operator Assistance.

2.6.2 Option 1 - Interexchange Carrier (IXC)

CLEC may utilize the Interexchange Carrier Network. CLEC will route its calls requiring inward operator assistance through its designated IXC POP to AT&T OKLAHOMA's TOPS tandem. AT&T OKLAHOMA will route its calls requiring inward operator assistance to CLEC's Designated Operator Switch (TTC) through the designated IXC POP.

CLEC will use the same OSPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the AT&T OKLAHOMA TOPS platform that are currently used for existing IXC inward operator services.

2.6.3 Option 2 - CLEC Operator Switch

CLEC will identify a switch as the Designated Operator Switch (TTC) for its NPA-NXXs. AT&T OKLAHOMA will route CLEC's calls requiring inward operator assistance to this switch. This option requires a segregated one-way (with MF signaling) trunk group from AT&T OKLAHOMA's Access Tandem to the CLEC switch. CLEC calls requiring inward operator assistance will be routed to AT&T OKLAHOMA's operator over an IXC network.

3. TRUNK DESIGN BLOCKING CRITERIA

Trunk forecasting and servicing for the Local Interconnection Trunk Groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neal Wilkinson B.01M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

4. FORECASTING/SERVICING RESPONSIBILITIES

- 4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. AT&T Oklahoma shall review this forecast and if AT&T Oklahoma has any additional information that will change the forecast, AT&T-Oklahoma shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the AT&T Oklahoma General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.
- 4.2 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.
- 4.3 Such forecasts shall include, subject to adjustments from time to time as circumstances require:
 - 4.3.1 Yearly forecasted trunk quantities will be for all trunk groups referenced in this appendix for a minimum of three (current and plus-1 and plus-2) years; and
 - 4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 4.3.3 Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 4.4 CLEC shall be responsible for forecasting two-way trunk groups. AT&T OKLAHOMA shall be responsible for forecasting and servicing any one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing any one way trunk groups terminating to AT&T OKLAHOMA, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used as described in TELCORDIA TECHNOLOGIES document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.
- 4.5 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 4.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

5. SERVICING OBJECTIVE/DATA EXCHANGE

- 5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0 above. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.
- 5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.
- 5.3 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative and order control for the purpose of issuing ASR's on two-way trunk groups.
- 5.4 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups or Meet Point Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. AT&T Oklahoma shall send a Trunk

Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups which exceed 65% capacity based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) within five (5) business days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days issuance of the FOC.

5.5 In a Blocking Situation:

5.5.1 In a blocking situation, a TGSR will be issued by AT&T Oklahoma when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. CLEC, upon receipt and review of a TGSR, in a blocking situation, will issue an ASR to AT&T Oklahoma within three (3) business days after receipt of the TGSR. CLEC will note "Service Affecting" on the ASR. These orders will be expedited.

6. TRUNK UNDERUTILIZATION

6.1 Underutilization of Local Interconnection Trunk Groups or Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. The parties agree that this over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner: This is talking about trunk underutilization not facilities.

6.1.1 If a trunk group is sixty-five percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

6.1.2 AT&T OKLAHOMA may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups or Meet Point Trunk Groups based on the capacity assessment. Upon receipt of a TGSR, CLEC will issue an Access Service Request (ASR) to AT&T OKLAHOMA within ten (10) business days after receipt of the TGSR subject to the following sections.

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

6.1.4 If AT&T OKLAHOMA does not receive an ASR, or if CLEC 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 the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, AT&T OKLAHOMA will issue an ASR to resize the Local Interconnection Trunk Groups or Meet Point Trunk Groups.

6.2 CLEC will issue a complete and accurate ASR to AT&T OKLAHOMA.

6.2.1 Within ten (10) business days after receipt and review of the TGSR; or

6.2.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The standard interval used for the provisioning process will be twenty (20) business days

6.2.3 In a blocking situation, or upon reasonable demonstration that blocking is likely if the order is not expedite when either Party requests an expedited order, every effort will be made to accommodate the request.

6.3 Projects require the coordination and execution of multiple orders or related activities between and among AT&T Oklahoma and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.3.1 Orders that comprise a project shall be jointly planned and coordinated.

6.4 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). AT&T Oklahoma will be responsible for engineering its network on its side of the POI.

6.5 If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection and Meet Point Trunk Groups by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, AT&T Oklahoma shall treat the ASR as if it were cancelled.

6.6 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

6.7 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Appendix due to end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.

7. SERVICING OBJECTIVE/DATA EXCHANGE

7.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.

7.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to exchange this data and to work cooperatively to implement an exchange of traffic data utilizing FTP computer to computer file transfer process.

8. INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Where available and at the request of either Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks where it is currently deployed at the time of the request. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different code that is appropriate for the Trunk Type Modifier in the CLCI-Message code.

8.2 AT&T Oklahoma will engineer all Local Interconnection Trunk Groups between AT&T Oklahoma and CLEC to a 6dB of digital pad configuration. Further, as of the date of the execution of this Agreement, AT&T Oklahoma and CLEC will cooperatively work to identify and convert all existing Local Interconnection Trunk Groups to a 6dB of digital pad configuration.

8.3 Each Party will provide to the other test-line numbers (i.e., switch milliwatt numbers) and access to test lines.

8.3.1 Each Party will cooperatively plan and implement coordinated testing and repair procedures, which may include industry standard 105 and 108 tests, for the meet point and Local

Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

9. NETWORK MANAGEMENT

9.1 Restrictive Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and AT&T Oklahoma will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

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

9.3 Mass Calling

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

AMENDMENT

BETWEEN

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

AND

BTC BROADBAND INC.



Signature: eSigned - Scott Lowry

Name: eSigned - Scott Lowry
(Print or Type)

Title: CEO
(Print or Type)

Date: 19 Jul 2019

BTC Broadband Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 19 Jul 2019

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

State	Resale OCN	ULEC OCN	CLEC OCN
OKLAHOMA	4826	669B	669B

Description	ACNA Code(s)
ACNA(s)	BXS

**AMENDMENT TO THE AGREEMENT
BETWEEN
BTC BROADBAND INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA**

This amendment ("Amendment") revises the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA ("AT&T") and BTC Broadband Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 12, 2007 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Operator Services and Directory Assistance (OS/DA) and/or Customer Information Services; and

WHEREAS, on September 27, 2017, AT&T provided notification via Accessible Letter of its intent to discontinue Inward Service under Section 214 of the Act; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. Delete all rates, terms and conditions pertaining to Inward Service (INW) from the Appendix or Attachment - Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS) and any related Pricing Sheets and/or Price Schedules from the Agreement.
3. Add the following provisions to the Appendix or Attachment Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS):

CIS.1 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

CIS.1.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Appendix or Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

CIS.1.2 Termination:

CIS.1.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Appendix or Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Appendix or Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

CIS.1.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Appendix or Attachment.

CIS.4 TERMINATION – ENTIRE APPENDIX OR ATTACHMENT OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES OR CUSTOMER INFORMATION SERVICES

CIS.4.1 The Parties reserve the right to suspend or terminate, without penalty, this Appendix or Attachment in its entirety on one hundred eighty (180) days' written notice. The Appendix or Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Appendix or Attachment provides one

hundred eighty (180) days' written Notice to the other Party of the date the Appendix or Attachment will terminate ("Termination Date"), whichever date is earlier.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Oklahoma: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

INTERCONNECTION AMENDMENT

BETWEEN

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

AND

BTC BROADBAND INC.

Signature: eSigned - Scott Lowry

Name: eSigned - Scott Lowry
(Print or Type)

Title: President/CEO
(Print or Type)

Date: 18 Feb 2020

BTC Broadband Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 19 Feb 2020

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
BTC BROADBAND INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA ("AT&T") and BTC Broadband Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed October 18, 2006 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
- b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
- c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
- ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
- iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
- iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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

10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

11. For Oklahoma: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

- (i) to the same End User; and
- (ii) at that same End User's existing location;
- (iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
- (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

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

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3