AT&T Wholesale Agreement

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 NOS Communications, 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, NOS Communications, 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 approved 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	Bred LeVasseur, Director
STREET ADDRESS	4380 Boulder Highway
ROOM OR SUITE	
CITY, STATE, ZIP CODE	Las Vegas, NV 89121
E-MAIL ADDRESS	blevasseur@noslv.com
TELEPHONE NUMBER	(702) 547-8241
FACSIMILE NUMBER	(866) 287-8123

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:

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

_____ EasyTel Communications Carrier Corporation (PUD 200600263)

_____ Logix Communications, LP (PUD 200600193)

_____ nii communications, Ltd. (PUD 200600194)

__X___ NuVox Communications of Oklahoma, Inc. (PUD 200600191)

_____ Xspedius Communications, LLC (PUD 200600195)

2.5 Intercarrier Compensation Options[1]

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 22nd day of December, 2006.

NOS Communications, Inc.

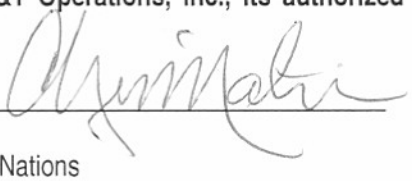
Signature: _____

Print Name: _____

Title: _____

Date: _____

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

Signature: 

Print Name: Chris Nations

Title: for Executive Director-Regulatory

Date: 12/22/06

Facilities: OCN/AECN# _____

Resale: OCN/AECN# _____

INTERCONNECTION AGREEMENT-OKLAHOMA

between

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

and

NuVox Communications of Oklahoma, Inc.

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INTERCONNECTION AGREEMENT - OKLAHOMA

This Interconnection Agreement - Oklahoma (Agreement) is between NuVox Communications of Oklahoma, Inc. ("CLEC"), a Delaware corporation, having its principal office at Two North Main Street, Greenville, South Carolina 29601 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.

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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:

Janet Fancher
Director-Revenue and Cost Assurance
Two North Main Street
Greenville, SC 29601

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:

Jennifer Martin, Manaer-Legal Affairs
NuVox Communications of Oklahoma, Inc.
Two North Main Street
Greenville, SC 29601

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.

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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."

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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.

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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.

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

NuVox Communications of Oklahoma, Inc.

Signature: Edward F. Cadieux

Name: Edward F. Cadieux
(Print or Type)

Title: Senior Regulatory Counsel
(Print or Type)

Date: June 28, 2006

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

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: JUL 7 2006

Facilities: OCN/AECN# 2813 **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
X	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 "NXX" or "Central Office Code" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.111 "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.

1.1.112 "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 cervices 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 nontheless 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 ½" 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 that 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 that 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 Eement 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.

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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&TOKLAHOMA 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.

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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:

2.20.1.1.1 an 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

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

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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 OKLHOMA'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:

Rate Zone:	Description:
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".

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

*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**					
IDSL Loop Zone 1 (Rural)	$ 54.65	$ 60.61	$ 23.83		UY5FX
IDSL Loop Zone 2 (Suburban)	$ 37.54	$ 60.61	$ 23.83		UY5FX
IDSL 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					

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 greather 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					

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					

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 Subsqt 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

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

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					

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					
	RESALE DISCOUNTS	**First**	**Additional**		
BUSINESS	RECURRING	NON-RECURRING			
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		

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		

Voice Dial	19.80%	19.80%	NA		
Warm Line	19.80%	19.80%	NA		
			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		
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	RECURRING	NON-RECURRING	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		

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	19.80%	19.80%	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	19.80%	19.80%	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		

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 DS1and 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 it's 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 SPLICE (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]		
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	X		X[,3]		

Function	Loop	LNP	Loop w/ LNP	Dedicated Transport	DSR
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
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 Commingled Network Elements (Commingled 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 Commingled 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 Commingled 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.

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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.

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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.

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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 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.

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3.5 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.

3.6 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.0lM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson B.01M)
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.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIM) to be used by the Parties to obtain interconnection. These include, but are not limited to: Fiber Meet Point Virtual Collocation; SONET Based; Physical Collocation, leasing of facilities from a third party; CLEC self-buildout; or other mutually agreeable methods of obtaining interconnection.

1. FIBER MEET POINT

1.1 Fiber Meet Point between AT&T OKLAHOMA and CLEC can occur at any mutually agreeable, economically and technically feasible point at an AT&T OKLAHOMA tandem or end office building. The Fiber Meet Point will be a point-to-point linear chain SONET system over single mode fiber optic cable. If Fiber Meet Point shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5)/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 or 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 (hereinafter "Local Interconnection Trunk Groups").

Fiber Meet Point shall be used to provide transport for Local Interconnection Trunk Groups as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA).

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1.1.2 Fiber Meet Point: CLEC will provide fiber cable to the last entrance manhole at the AT&T OKLAHOMA tandem switch building or end office switch building with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for AT&T OKLAHOMA to pull the fiber cable to the AT&T OKLAHOMA cable vault for termination. In this case the POI shall be at the manhole location

1.1.2.1 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.1.2.2 The fiber connection point shall occur at the following location:

1.1.2.2.1 A manhole outside of the AT&T OKLAHOMA central office. In this situation, CLEC will provide sufficient fiber optic cable for AT&T OKLAHOMA to pull the cable into the AT&T OKLAHOMA cable vault for termination. The POI will be at the manhole and AT&T OKLAHOMA will assume maintenance responsibility for the fiber cabling from the manhole to the FDF.

1.2 Consistent with this Agreement, the Parties will mutually agree upon the precise terms of each Fiber Meet Point facility. These terms will cover the technical details of the Fiber Meet Point as well as other network interconnection, provisioning and maintenance issues.

1.3 The AT&T OKLAHOMA tandem or end office switch includes all AT&T OKLAHOMA FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for Local Interconnection Trunk Groups as outlined in Appendix ITR. This location is AT&T OKLAHOMA's responsibility to provision and maintain.

1.4 In a Fiber Meet Point, CLEC and AT&T OKLAHOMA will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary

processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and AT&T OKLAHOMA.

2. AVOIDANCE OF OVER-PROVISIONING

2.1 Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

3. JOINT FACILITY GROWTH PLANNING

3.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

3.2 Criteria:

3.2.1 Investment is to be minimized;

3.2.2 Facilities are to be deployed in a “just in time” fashion.

3.3 Processes:

3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 65% capacity.

3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 65%, the growth planning process will be suspended and will not be reinitiated until a 65% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, AT&T OKLAHOMA shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally size system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve “just in time” deployment;

3.3.6 The joint planning process/negotiations should be completed within two months of identification of 70% fill.

4. VIRTUAL COLLOCATION

4.1 The description of Virtual Collocation is contained in Section 3 of AT&T OKLAHOMA's Local Access Tariff.

5. SONET-BASED

5.1 The description for obtaining interconnection by SONET-Based methods is contained in AT&T OKLAHOMA's SONET-Based Interconnection tariffs (i.e., AT&T OKLAHOMA's Tariff F.C.C. No. 73 (Federal Access Tariff for SBC-SOUTHWEST).

6. PHYSICAL COLLOCATION

6.1 The terms and conditions governing Physical Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

7. LEASING OF FACILITIES FROM A THIRD PARTY OR CLEC SELF-BUILDOUT

7.1 CLEC's leasing of facilities from a Third Party Carrier or self-buildout for purposes of Attachment 11: Network Interconnection Architecture shall be up to the discretion of CLEC.

8. INTENTIONALLY LEFT BLANK

ATTACHMENT 12: INTERCARRIER COMPENSATION

1. INTRODUCTION

AT&T OKLAHOMA agrees to comply with all generic Oklahoma Commission reciprocal compensation decisions regarding internet service traffic, subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for internet service traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval in accordance with the intervening law provisions in the General Terms and Conditions. Nothing in this Attachment shall constitute an admission by AT&T OKLAHOMA that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and AT&T OKLAHOMA will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-Bound Traffic, Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic.

The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements, as defined in this Agreement. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.

1.2 Calls originated by CLEC's end users and terminated to AT&T OKLAHOMA's end users (or vice versa) will be classified as Section 251(b)(5) Traffic under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same AT&T OKLAHOMA exchange area; or (ii) originates and terminates to such end-users within different AT&T OKLAHOMA Exchanges that share a common mandatory local calling area, as defined in AT&T OKLAHOMA's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by AT&T OKLAHOMA's end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order") if the call (i) originates from end users and terminates to an ISP in the same AT&T OKLAHOMA exchange area; or (ii) originates from end users and terminates to an ISP within different AT&T OKLAHOMA Exchanges that share common mandatory local calling area, as defined in AT&T OKLAHOMA's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.

1.3 CLEC may establish its own local calling areas or prices for purpose of retail telephone service offerings.

1.3.1 The transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be "Bill and Keep."

Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two types of FX service:

1.3.1.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user

physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

1.3.1.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

1.3.2 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service. The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are "Virtual FX Traffic," "FX-type Traffic," or "Dedicated FX Service" as defined herein. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be Virtual FX, Dedicated FX, or FX-type Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate referenced in the General Terms & Conditions of this Agreement.

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1.3.4 To the extent that ISP-Bound Traffic is provisioned via Virtual FX Traffic, Dedicated FX Traffic, or other FX-type arrangement, it is subject to the compensation mechanism of Bill and Keep.

1.4 With respect to CLEC's rights and obligations concerning CLEC and AT&T OKLAHOMA termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 3 shall automatically apply as the default billing option, for the duration of the Agreement. CLEC may modify the default billing option made at the time of execution of this Agreement by providing advance written notice to AT&T Oklahoma within thirty (30) days of execution of this Agreement. CLEC will operate pursuant to the provisions of the billing option elected at the time of execution of this Agreement until the 31st day of receipt of such written notice, at which time the rate terms and condition of the new option election will become effective. The parties will work cooperatively to amend the Agreement to reflect the new billing option elected within sixty (60) days of written notification. CLEC may choose a different option if this Agreement is subsequently amended by AT&T OKLAHOMA pursuant to the Change In Law provisions of this Agreement. CLEC may amend Agreement to make a one-time election to modify its initial option selection made upon execution of this Agreement. CLEC will operate pursuant to the provisions of the option elected at the time of execution of this Agreement until such amendment is approved by the Commission

1.4.1 Option 1: The rates, terms and conditions for compensation (except those pertaining to Option 3) for Section 251(b)(5) Traffic contained below in Section 3 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or

1.4.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.6; or

1.4.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of the two interconnecting parties charges each other for terminating traffic that originates on the other network. Each Party may recover the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party from its end users as it deems necessary. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.7 below.

1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)

1.5.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contain in Section 3 of this Attachment, and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.5.2 through 1.5.5 which are based on the FCC ISP Compensation Order.

1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.5.2.1 The rates, terms, conditions in this Section 1.5 apply only to the termination of ISP-Bound Traffic. ISP-Bound Traffic is subject to the rebuttable presumption stated below.

1.5.2.2 For traffic exchanged after the effective date of this Agreement, the Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at $.0007 per minute of use.

1.5.2.3 Payment of Reciprocal Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

1.5.3 Intentionally Omitted.

1.5.4 Intentionally Omitted.

1.5.5 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T OKLAHOMA agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and AT&T OKLAHOMA exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.5. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and AT&T OKLAHOMA will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.5.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

1.5.6 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 3 for Section 251(b)(5) Traffic.

1.5.7 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 1.5.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the reciprocal compensation rates set forth in Section 3; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 1.5.2.2.

1.6 Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate (Option 2)

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Section 1.6. 1 through 1.6.5 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

1.6.1 Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:

1.6.1.1 The rates, terms, conditions in Sections 1.6.1 through 1.6.4 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic. ISP-Bound Traffic is subject to the rebuttable presumption. Notwithstanding anything contrary in this Attachment, the rebuttable presumption apply to CLEC and AT&T OKLAHOMA.

1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

1.6.1.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.6.2 Intentionally Omitted.

1.6.3 Intentionally Omitted.

1.6.4 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and AT&T OKLAHOMA agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and AT&T OKLAHOMA exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and growth cap terms in this Section 1.6. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CLEC and AT&T OKLAHOMA will remain obligated to pay the presumptive (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.6.1.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings.

1.6.5 Each party will invoice the other party on a monthly basis for Section 251(b)(5) Traffic and ISP-Bound Traffic at the rates set forth in Section 1.6.1.2 if Option two is elected.

1.7 Long-Term Local Bill and Keep Option (Option 3)

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for wireline Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T OKLAHOMA and CLEC in Oklahoma so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Transit Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic.

1.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within 5% of equilibrium (50%)..

1.7.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

1.7.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, Option 2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.

1.7.2.1 In the event one Party determines that the Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated by the Parties returns to an "in-balance" condition (i.e., differs by less than +/- 5% away from equilibrium for three (3) consecutive months), then such Party may provide written notice to the other party. Such requests may be submitted no more than once per calendar year. The requesting Party will provide supporting usage data to the other Party for the three (3) consecutive months used to determine the Section 251(b)(5) Traffic and ISP-Bound Traffic has returned to an "in-balance" condition. If the Parties agree the traffic originated and terminated by the Parties is "in-balance" pursuant to the ICA, bill and keep will apply to all Section 251(b)(5) Traffic and ISP-Bound traffic beginning with the second billing cycle following receipt of such notice. If the Parties do not agree the traffic originated and terminated by the Parties is "in-balance", then either Party may invoke Dispute Resolution as outlined in the General Terms and Conditions of this Agreement. In the event that dispute resolution procedures result in the calculations begin delayed, the bill and keep arrangement will apply retroactively to the date such bill and keep arrangements are deemed to be applicable.

1.7.3 Intentionally Omitted.

1.7.4 Once Option 2 applies to CLEC's Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement, until and unless CLEC makes a one-time election to modify this compulsory option selection by entering into an Amendment or if this Agreement is subsequently amended by AT&T OKLAHOMA pursuant to the Change In Law provisions of this Agreement. CLEC will operate pursuant to the provisions of Option 2 as set forth in Section 1.6 until such amendment is approved by the Commission.

1.7.4.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

1.7.4.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.7.4. and 1.7.5.

1.7.5 Upon reasonable belief that traffic other than wireline Section 251(b)(5) Traffic defined in Section 1 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

1.7.6 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than wireline Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the

Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in 9.1 of the General Terms and Conditions of this Agreement.

1.7.7 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.

1.7.8 The audit provisions set out in Sections 1.7.6 through 1.7.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

2. RESPONSIBILITIES OF THE PARTIES

2.1 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.5. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

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

2.3 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic.

2.4 CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic either originated or terminated to a CLEC end-user served by CLEC using an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis. In no event will AT&T OKLAHOMA have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T OKLAHOMA against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T OKLAHOMA will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T OKLAHOMA may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3 apply only to the termination of Section 251(b)(5) Traffic except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

3.3 Rate Elements:

3.3.1 Tandem Served rate elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:

3.3.2 Tandem Switching - compensation for the use of tandem switching only, consisting of a duration (per minute) rate element

3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element

3.3.4 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement consisting of a duration (per minute) rate element.

3.3.5 CLEC shall only be paid End Office Serving Rate Elements.

3.4 Intercarrier Compensation for Wholesale Local Switching Traffic

3.4.1 Where CLEC provides service to an CLEC end user using any combination of Network Elements that utilizes an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis, CLEC will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms (unless CLEC is operating under Option 3) shall apply in all cases where CLEC purchases an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. AT&T OKLAHOMA is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

3.4.1.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic where CLEC has purchased an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

3.4.1.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T OKLAHOMA end users and CLEC's end users where CLEC utilizes an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.6.1.2 for the transport and termination of Section 251(b)(5) Traffic, including ISP-Bound Traffic, if Option 2 is elected by CLEC; or (ii) the End Office Switch rate set forth in Appendix Pricing and as specified in Section 3.3.4 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 1.5.2.2 for the transport and termination of ISP-Bound Traffic if Option 1 is elected.

4. TANDEM INTERCONNECTION RATE APPLICATION

4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T OKLAHOMA's tandem switch, CLEC shall be entitled to receive the End Office Switching rate set forth in Section 3.3.4 above

4.1.1 To qualify for the tandem interconnection rate pursuant to 47 C.F.R. §51.711 (a)(3), CLEC must affirmatively demonstrate that its switch actually serves a geographic area comparable to the area served by AT&T OKLAHOMA's tandem switch. For purposes of this Appendix, CLEC's switch actually serves a geographic area comparable to the area served by AT&T OKLAHOMA's tandem when CLEC's switch is:

(i) providing local dial-tone service to end-users with a minimum of ten (10) different Business or Residence premise addresses physically located per serving wire center in fifteen (15) different AT&T OKLAHOMA serving wire center areas per LATA; and

(ii) terminates less than seventy-five percent (75%) of its total traffic to each of the fifteen (15) different AT&T OKLAHOMA serving wire center service areas served by CLEC's switch

4.1.2 In order to be utilized in the calculation to meet the geographic coverage test, each CLEC end user must be physically located in the serving wire center and must be served by CLEC via self-provisioned loops. If CLEC qualifies for the tandem interconnection rate as provided above, the tandem interconnection rate will include a transport mileage of zero miles. If CLEC has more than one switch, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.

4.2 Should disputes arise regarding whether CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an AT&T OKLAHOMA tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. CLEC may affirmatively demonstrate that its switch is actually serving a geographic area comparable to the area served by an AT&T OKLAHOMA tandem switch in either an arbitration proceeding or other appropriate proceeding designated by the Commission, such as a post-interconnection agreement dispute proceeding using various network design factors. If CLEC affirmatively demonstrates that its switch is actually serving a geographic area comparable to the AT&T OKLAHOMA's tandem switch in either an arbitration proceeding or other appropriate proceeding designated by the Commission, at the conclusion of such proceeding, the tandem switching and transport rates shall be applied on a going forward basis only.

5. INTENTIONALLY OMITTED

6. TRANSIT TRAFFIC COMPENSATION

6.1 Transit Traffic is a switching and transport function only, which allows one Party (originating Party) to send Local Traffic, as defined in Section 1.1, to a third party network through the other Party's tandem and/or transport facilities (tandem Party). The Transit Rate of $0.000960 is charged by the tandem Party to the originating Party on a MOU basis. The Transit Rate element is only applicable when calls do not terminate to the tandem Party's End User.

6.2 Where the Transit Provider is sent CPN by the originating carrier, the Transit Provider will send the original and true CPN to the terminating Party. Except as provided in Section 9, below, terminating carriers shall be required to directly bill third parties that originate calls and send traffic over Transiting Carrier's network.

6.3 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

6.4 Unless otherwise provided in this Agreement, neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

6.5 Subject to section 9 below, CLEC shall not bill AT&T OKLAHOMA for terminating any Transit traffic, whether identified or unidentified, i.e. whether AT&T OKLAHOMA is sent CPN or is not sent CPN by the originating company. However, in the event CLEC indicates to AT&T OKLAHOMA that unidentified transit traffic volume has become significant, AT&T OKLAHOMA agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

6.6 The transit rate above shall also apply in the case of Local Traffic originated in third party ILEC exchange areas that traverses the AT&T OKLAHOMA Tandem Office Switch and terminates in other third party exchange areas, providing the other LEC exchanges share a common mandatory local calling area with all AT&T OKLAHOMA exchanges included in a metropolitan exchange.

7. SEGREGATING AND TRACKING FX TRAFFIC

7.1 In order to ensure that Virtual FX, Dedicated FX, and FX-type Traffic is being properly segregated from other types of intercarrier traffic, the terminating carrier will be responsible for keeping a written record of all FX Telephone Numbers (whether Dedicated, Virtual, and FX-type) for which originating access charges apply

and providing an NXX level summary of the minutes of use to FX Telephone Numbers on its network to the originating carrier each month (or in each applicable billing period, if not billed monthly).

7.2 Each Party shall maintain reports, records and data relevant to the billing of such FX services addressed herein for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

7.3 Alternatively, CLEC may elect to assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all Dedicated FX, Virtual FX, and FX-type Traffic in a given usage month. Once the CLEC elects this method to estimate the percentage of minutes of use that is attributable to FX traffic, Section 7.1 no longer applies, until and unless the Parties mutually agree to segregate and track such traffic at an NXX level summary. If the parties can not reach agreement on the appropriate PFX Factor, the Parties shall engage in the dispute resolution process set forth in this agreement. During the dispute resolution process, disputed amounts for FX Traffic will remain unpaid by the Party billed and are not subject to interest during the pendency of such Intercarrier Compensation dispute.

8. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

8.1 IntraLATA Interexchange Traffic, not considered EAS Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll Traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 11.

8.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

8.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

9. COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN INTEREXCHANGE CARRIER (IXC) (MEET-POINT BILLING (MPB) ARRANGEMENTS)

9.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

9.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB will be determined during joint network planning.

9.3 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

9.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format or via a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party will act as the Official Recording Company for switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

9.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

9.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

10. INTENTIONALLY OMITTED

11. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

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

11.1.1 Where a CLEC terminating traffic to its switch, CLEC is not technically capable of billing the originating carrier through the use of terminating records, AT&T OKLAHOMA will provide the terminating CLEC the appropriate call records that will allow the terminating CLEC the ability to directly bill the proper intercarrier compensation charges to the originating carrier

11.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T OKLAHOMA will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

11.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.5 and 1.6.4 above.

11.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

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

12. INTENTIONALLY OMITTED

13. SWITCHED ACCESS TRAFFIC

13.1 PSTN-IP-PSTN traffic is subject to switched access charges. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T Oklahoma's local exchange tariffs on file with the Oklahoma Corporation Commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses IP transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding any contrary provisions contained within this Agreement, all Switched Access Traffic shall be delivered to the terminating

party over feature group access trunks per the terminating party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

i. IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

ii. IntraLATA toll Traffic or Optional EAS Traffic from an AT&T OKLAHOMA's end user that obtains local dial tone from AT&T OKLAHOMA where AT&T OKALHOMA is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

iii. Switched Access Traffic delivered to AT&T OKLAHOMA from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

iv. Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-bound Traffic destined to the other Party.

In the limited circumstances in which a third party CLEC delivers Switched Access Traffic as described above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such traffic within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the Oklahoma Corporation Commission to seek any necessary permission to remove the traffic from such trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party CLEC delivering such traffic to the extent it is not blocked. The Parties shall exchange enhanced/information services traffic, including without limitation VoIP traffic and other enhanced services traffic (collectively, "IP Traffic") in accordance with this section.

ATTACHMENT 13: ANCILLARY FUNCTIONS

1. INTRODUCTION

1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that AT&T OKLAHOMA agrees to offer to CLEC under this Agreement, and the requirements associated therewith. AT&T OKLAHOMA will offer these Ancillary Functions to CLEC on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2. COLLOCATION

2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical collocation are set forth in Appendix Collocation, attached hereto.

3. RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

3.1 The provisions concerning CLEC's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by AT&T OKLAHOMA are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

APPENDIX COLLOCATION

1. AT&T OKLAHOMA will provide caged, shared caged, common caged, cageless, and other physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, AT&T OKLAHOMA will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation as set forth in Section 6 of the Oklahoma Local Access Service Tariff entitled "Physical Collocation."

2. In addition, AT&T OKLAHOMA will provide virtual collocation wherein AT&T OKLAHOMA maintains and repairs the collocation equipment consistent with the terms of the Oklahoma Local Access Service Tariff. In CEVs, huts and cabinets where physical collocation space is not available, the Collocator may opt for virtual collocation where *the* Collocator maintains and repairs the virtually collocated equipment consistent with the terms of the Oklahoma Local Access Service Tariff. AT&T OKLAHOMA may at its option, elect to offer this maintenance alternative, and in one or more of its CEVs, huts and cabinets where physical collocation space is available consistent with the terms of the Oklahoma Local Access Service Tariff.

3. CLEC shall be permitted, at its option, to place its own BDFB in its physical collocation space; however, AT&T may reject such installation if the structural integrity of the collocated space is jeopardized.

4. TRACKING AND BILLING CLEC'S POWER USAGE

4.1 CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or "AMPs") provided by AT&T OKLAHOMA for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all "A" AMPs and all "B" AMPs). Based upon CLEC's representation and warranty, AT&T shall bill CLEC for DC collocation power consumption and HVAC as follows:

A. For DC collocation power consumption, a monthly recurring rate of $10.61 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application, and
B. For HVAC, a monthly recurring rate of $14.62 per 10 AMPs, applied to fifty percent (50%) of the total provided capacity.

By way of example, where AT&T OKLAHOMA has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], AT&T shall bill the CLEC the monthly recurring DC Power Consumption charge of $10.61 per AMP for a total of twenty (20) AMPs (i.e., $212.20 per month), and AT&T OKLAHOMA shall bill CLEC the monthly recurring HVAC charge of $14.621 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., $29.24 per month).

4.1.1 AT&T OKLAHOMA has the right to periodically inspect and/or, using non-intrusive methods, to test the amount of DC power CLEC actually draws. In the event CLEC is found to have breached the representation and warranty set forth in paragraph 4.1, the Parties shall resolve the issue using the dispute resolution procedures applicable to this Agreement.

5. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

5.1 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted.

A. Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using a Company approved Tier 1 or Tier 2 vendor.

B. Remove Collocator's equipment from the Physical Collocation space, using a Company approved Tier 1 or Tier 2 vendor;

C. Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

D. Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this agreement, using a Company approved Tier 1 vendor;

E. Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T approved Tier 1 or Tier 2 vendor.

5.1.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the company will perform those tasks. Collocator will pay for those tasks, through rate elements listed in 5.5.1.

5.1.2 If the Collocator fails to complete the items identified in 5.1 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the Company may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold the Company harmless from the failure to return any equipment, property or other items.

5.1.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's Company approved Tier 1 vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the Company confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment resigning in the Central Office.

5.2 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 5.1, the Collocator ("Exiting CLEC") may reassign the Physical Collocation Arrangement to another CLEC ("CLEC Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of the Company. In order to request consent to assign a Physical Collocation Arrangement, either the CLEC Assignee or Exiting CLEC may submit a Collocation Application on behalf of both the Exiting CLEC and CLEC Assignee, Space Reassignment shall be subject to the following terms and conditions:

5.2.1 CLEC Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA.

5.2.2 Exiting CLEC will be liable to pay all nonrecurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the Company turns over the Physical Collocation Arrangement to the CLEC Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The Company's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. CLEC Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the Company makes available the Physical Collocation Arrangement to the CLEC Assignee.

5.2.3 An Exiting CLEC may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all CLECs on the waiting list above the CLEC Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting CLEC's assets.

5.2.4 CLEC Assignee will defend and indemnify the Company from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the

reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

5.2.5 CLEC Assignee or the Exiting CLEC shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, CLEC Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-Company equipment and other items in or otherwise associated with each Physical Collocation Arrangement. CLEC Assignee further agrees to indemnify and hold the Company harmless from any third-party claims involving allegations that CLEC Assignee does not hold proper title to such non-Company equipment and other items.

5.2.6 The Company will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. CLEC Assignee must pay 100% of all non-recurring charges in the price quote before the Company begins to convert the Physical Collocation Arrangement being reassigned. Once CLEC Assignee has paid 100% of all such non-recurring charges, the Company shall finish the work to convert the space within thirty (30) calendar days. The Company and CLEC Assignee will coordinate all conversion work to insure that the end user customers of CLEC Assignee do not suffer disruptions of service.

5.2.7 CLEC Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then CLEC Assignee may submit a security application for access at any time and the terms and conditions as provided in this Agreement will apply. In no event will the security cards be provided to the CLEC Assignee before the assigned space is turned over.

5.2.8 CLEC Assignee assumes each Physical Collocation Arrangement “as is” which means that the Company will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by CLEC Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

5.2.9 This Section 5.2 does not affect any obligations arising outside of this Agreement.

5.3 Power Reduction

5.3.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by fusing down the amperage on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the Company power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

5.3.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Agreement. Different minimum amp increments apply for power arrangements fed from either a Company BDFB or a Company Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 5.5.3 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

5.3.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the Company BDFB (i.e. power arrangements consisting of a 50 amp A feed and a 50 amp B feed and below) the Collocator must hire a Company approved power vendor to coordinate fuse changes at the Company BDFB.

Applicable fees referenced in Section 5.5.4 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the Company Power Plant (i.e. power arrangements consisting of a 100 amp A feed and a 100 amp B feed and above), the Company shall coordinate the fuse changes at the Company Power Plant.

5.3.4 When a power reduction request requires disconnecting and removing a power cable feed from either the Company's BDFB or Power Plant, the Company will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 5.5.3 will apply, within 30 days after submitting its power reduction request to disconnect and remove a power arrangement; the Collocator must perform the following activity.

A. Remove terminations at both ends of the power cable feed and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

5.3.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of 50 amps on the A feed and 50 amps on the B feed and a second power arrangement consisting of 20 amps on the A feed and 20 amps on the B feed), the Collocator has the option of either fusing down the 50 amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the 50 amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 5.5.3 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from 50 amps (A&B feed) to 20 amps (A&B feed) and remove the power cable from a second power arrangement from 50 amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 5.5.3 will apply in addition to the individual charges referenced in either Section 5.5.3, or 5.5.4 associated with the overall power reduction request.

5.3.6 For any power reduction request (one which involves either a disconnect and removal, refusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 5.5. The same augment intervals that are outlined in this Agreement for adding power will apply to power reduction requests.

5.4 Interconnection Termination Reduction

5.4.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment. The same augment intervals that are outlined in this Agreement for adding interconnection terminations will apply to interconnection termination reductions.

5.4.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The Company will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 5.5.5 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity.

A. Remove terminations at both ends of the interconnection cable and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

5.5 Rate Element Descriptions

5.5.1 Rate Element Descriptions for Complete Space Discontinuance

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Complete Space Discontinuance – Reflects the Company's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the Company engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

C. Remove Fiber Jumpers – Remove four fiber jumpers from the Fiber Troughing Duct.

D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

I. Remove Power Cable – Distribution from the Company BDFB (60 amp A feed and 60 amp B feed & below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

J. Remove Power Cable – Distribution from the Company Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

K. Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

L. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

M. Restore Floor Tile - Standard Bay - Remove floor tile & Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean & Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

N. Restore Floor Tile – Non-Standard Bay - Remove floor tile & Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean & Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

5.5.2 Rate Element Descriptions for Space Reassignment

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.
B. Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "CLEC Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting CLEC." The charge reflects the Company's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per 100 pair blocks.
D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per 28 DS1s.
E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.
F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per 12 pair cable.
G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per 4 fiber jumpers.
H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per 1-4 fuses.
I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two cable feeds.
J. Timing Record Book Update – The charge to update timing records when changes/removals occur.
K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.
L. Power Records Update – The charge to update power records when changes/removals occur.
M. Vendor Engineering – The labor costs for the Company Vendor to write the specifications to perform the restenciling job including travel time and site visit.

5.5.3 Rate Element Descriptions for Power Reduction (cable removal)

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.
B. Project Management Fee – Power Reduction (cable removal) - Reflects the Company's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
C. Remove Power Cable – Distribution from the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
D. Remove Power Cable – Distribution from the Company Power Board (100 amp A feed and 100 amp B feed and above) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

5.5.4 Rate Element Descriptions for Power Reduction (refusing only)

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.
B. Project Management Fee – Power Re-Fusing Only at the Company BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects the Company's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at the Company BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at the Company BDFB.
C. Project Management Fee – Power Re-Fusing Only at the Company Power Board (100 amp A feed and 100 amp B feed & above power arrangements) - Reflects the Company's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical

Collocation Arrangement when power fuses are being reduced at the Company Power Board. This fee is applicable when the Company is coordinating the fuse reduction at the Company Power Board.

D. Power Fuse Reductions on the Company BDFB (50 amp A feed and 50 amp B feed & below power arrangements) – The charge for the Company to tag cables and update Central Office power records associated with the fuse change on the Company BDFB per 1-4 fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

E. Power Fuse Reductions on the Company Power Board (100 amp A feed and 100 amp B feed & above power arrangements) - The charge for the Company to change the fuse at the Company power board, tag cables and update Central Office power records associated with fuse change on the Company Power Board per 1-4 fuses.

5.5.5 Rate Element Descriptions for Interconnection Termination Reduction

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Interconnection Termination Reduction – The charge reflects the Company's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

C. Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the Company Main Distribution Frame to the Physical Collocation Arrangement.

D. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove Fiber Jumpers - Remove four fiber jumpers from the Fiber Troughing Duct.

Note 1 for Material: Cable scrap boxes are designed for cable cut into 3 foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

6. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction for Virtual Collocation.

6.1 Complete Space Discontinuance

The Collocator may discontinue an existing Virtual Collocation which may include bay space and interconnection facilities (e.g. power, timing, grounding, and interconnection) terminating in the Virtual Collocation Arrangement. The Collocator is required to provide a complete and accurate Virtual Collocation Application requesting to discontinue the Virtual Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Virtual Collocation application was submitted:

A. Remove Collocator's equipment from the Virtual Collocation Arrangement using a Company approved Tier 1 or Tier 2 vendor.

B. Remove terminations at both ends of cable (e.g., power, timing, grounding, and interconnection) and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

C. Remove Collocator's entrance cable between the Virtual Collocation Arrangement and the first manhole in accordance with the provisions of this Agreement.

D. Remove Collocator's miscellaneous items from the Virtual Collocation Arrangement, using a Company approved Tier 1 or Tier 2 vendor.

6.1.1 For complete space discontinuance of a Virtual Collocation Arrangement, the Collocator will not be responsible for cable mining (removal). Instead the Company will perform those tasks. Collocator will pay for those tasks through rate elements listed in 6.5.1.

6.1.2 If the Collocator fails to complete the items identified in 6.1 within thirty (30) calendar days after discontinuance of termination of the Virtual Collocation Arrangement, the Company may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by the Company, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold the Company harmless from the failure to return any equipment, property or other items.

6.1.3 When discontinuance of the Virtual Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's Company approved Tier 1 vendor is responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the Company confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

6.2 Space Reassignment

In lieu of submitting an application request to discontinue a Virtual Collocation Arrangement Section 6.1, the Collocator ("Exiting CLEC") may reassign the Virtual Collocation Arrangement to another CLEC ("CLEC Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Virtual Collocation Arrangement may not occur without the written consent of the Company. In order to request consent to reassign a Virtual Collocation Arrangement, either the CLEC Assignee or Exiting CLEC may submit a Virtual Collocation Application on behalf of both the Exiting CLEC and CLEC Assignee. Space Reassignment shall be subject to the following terms and conditions:

6.2.1 CLEC Assignee must, as of the date of submission of the Virtual Collocation Application have an approved ICA or an effective interim ICA.

6.2.2 Exiting CLEC will be liable to pay all nonrecurring and monthly recurring collocation charges on each Virtual Collocation Arrangement to be reassigned until the date the Company turns over the Virtual Collocation Arrangement to the CLEC Assignee. The Company's obligation to turn over the Virtual Collocation Arrangement shall not arise until all such charges are paid.

6.2.3 An Exiting CLEC may not reassign Virtual Collocation space in a central office where a collocation waiting list exists for Virtual Collocation, unless all CLECs on the waiting list above the CLEC Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger, or complete purchase of the Exiting CLEC's assets.

6.2.4 CLEC Assignee will defend and indemnify the Company from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the assignment of any Virtual Collocation Arrangement(s) or otherwise claims a right to the space subject to the assignment.

6.2.5 CLEC Assignee or the Exiting CLEC shall submit one (1) complete and accurate application for each Virtual Collocation Arrangement. By submitting an application for a Virtual Collocation Arrangement, CLEC Assignee represents, warrants and agrees that it has obtained an executed sale or lease agreement for, and holds proper title to all non-Company equipment and other items in or otherwise associated with each Virtual Collocation Arrangement. CLEC Assignee further agrees to indemnify and hold the Company harmless from any third-part claims involving allegations that CLEC Assignee does not hold proper title to such non-Company equipment and other items.

6.2.6 The company will respond to the Virtual Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay 100% of all non-recurring charges in the price quote before the Company begins to convert the Virtual Collocation Arrangement being reassigned. Once CLEC Assignee has paid 100% of all such non-recurring charges, the Company shall finish the work to convert the space within thirty (30) calendar days. The Company and CLEC Assignee will coordinate all conversion work to insure that the end-user customers of CLEC Assignee do not suffer disruptions of service. Such non-recurring charges will include some or all of the following: an application fee, project management fee, and all applicable restenciling fees reference in Sections 6.5.2

6.2.7 CLEC Assignee assumes each Virtual Collocation Arrangement “as is” which means that the Company will make no changes to the Virtual Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Virtual Collocation Arrangement must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

6.2.8 This Section 6.2 does not affect any obligations arising outside of this Collocation Agreement.

6.3 Power Reduction

6.3.1 The Collocator may request to decrease the amount of existing power available to a Virtual Collocation Arrangement.

6.3.2 This can be done either by disconnecting and removing a power cable feed or by fusing down the amperage on a power cable feed. If the Collocator desires to disconnect a power arrangement (A and B feed), the Collocator will be responsible for paying the costs to remove the A and B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuses that serve the A and B feeds at the Company Battery Distribution Fuse Bay (BDFB). In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A and B feed) to service their Virtual Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

6.3.3 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A and B feed) rather than disconnect and remove cable to an existing power arrangement, Collocator may only reduce the fuse size to the lowest power amp increment offered in this Agreement. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 6.5.4 will apply. When the Collocator has only one power arrangement (A and B feed) serving their Virtual Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

6.3.4 When a power reduction request involves a fuse change only on a power arrangement serviced from the Company BDFB (i.e. power arrangement consisting of a 50 amp A feed and a 50 amp B feed and below), the Collocator must hire a Company approved power vendor to coordinate fuse changes at the Company BDFB. Applicable fees referenced in Section 6.5.4 will still apply.

6.3.5 When a power reduction request requires disconnecting and removing a power cable feed from the Company’s BDFB, the Company will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 6.5.3 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

A. Remove terminations at both ends of the power cable feed and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

6.3.6 When the Collocator has multiple power arrangements serving a Virtual Collocation Arrangement (i.e., one power arrangement consisting of 50 amps on the A feed and 50 amps on the B feed and a second power arrangement consisting of 20 amps on the A feed and 20 amps on the B feed), the Collocator has the option of either fusing down the 50 amp power arrangement (A and B feed) or disconnecting and removing the power cable feed from the 50 amp power arrangement (A and B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A and B feed), then the charges referenced in Section 6.5.3 will apply. If the Collocator has multiple power arrangements (A and B feed) where they can request both a fuse reduction and a power cable removal for one Virtual Collocation Arrangement [i.e. reduce one power arrangement from 50 amps (A and B feed) to 20 amps (A and B feed) and remove the power cable from a second power arrangement from 50 amps (A and B feed) to 0 amps (A and B feed)], then the project management fee for power cable removal referenced in Section 6.5.3 will apply in addition to the individual charges referenced in either Section 6.5.3 or 6.5.4 associated with the overall power reduction request.

6.3.7 For any power reduction request (one which involves either a disconnect and removal, refusing only, or a combination of the two, the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 6.5. The same augment intervals that are outlined in this Agreement for adding power will apply to power reduction requests.

6.4 Interconnection Termination Reduction

6.4.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Virtual Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The same augment intervals that are outlined in this Agreement for adding interconnection terminations will apply to interconnection termination reductions.

6.4.2 Interconnection termination reduction requests will also require the disconnection and removal of interconnection cable. The Company will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 6.5.5 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Virtual Collocation Arrangement, the Collocator must perform the following activity:

A. Remove terminations at both ends of the interconnection cable and cut cables up to the Company rack level. Collocator must use a Company approved Tier 1 vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

6.5 Rate Element Descriptions

6.5.1 Complete Space Discontinuance

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Virtual Collocation Arrangements.
B. Project Management Fee – Complete Space Discontinuance – Reflects the Company's labor costs to project manage the complete discontinuance of the CLEC's Virtual Collocation Arrangement. The labor costs include the Company engineering for planning design of space restoration, equipment removal, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
C. Remove Fiber Jumpers – Remove four fiber jumpers from the Fiber Troughing Duct.
D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
E. Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing

stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

I. Remove Power Cable – Distribution from the Company BDFB (60 amp A feed and 60 amp B feed and below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

J. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

6.5.2 Space Reassignment

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Virtual Collocation Arrangements.

B. Project Management Fee – Space Assignment - This fee applies to Space Assignment request when a "Collocator Assignee" chooses to assign the rights to a Virtual Collocation Arrangement from an "Exiting Collocator." The charge reflects the Company's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Virtual Collocation Arrangement.

C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per 100 pair blocks.

D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per 28 DS1s.

E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.

F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per 12 pair cable.

G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per 4 fiber jumpers.

H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per 1-4 fuses.

I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two cable feeds.

J. Timing Record Book Update – The charge to update timing records when changes/removals occur.

K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.

L. Power Records Update – The charge to update power records when changes/removals occur.

M. Vendor Engineering – The labor costs for the Company vendor to write the specifications to perform the restenciling job including travel time and site visit.

6.5.3 Power Reduction (cable removal)

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Power Reduction (cable removal) - Reflects the Company's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Virtual Collocation Arrangement.

C. Remove Power Cable – Distribution from the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove 4 power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

6.5.4 Power Reduction (refusing only)

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Physical Collocation Arrangements.

B. Project Management Fee – Power Re-Fusing Only at the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Reflects the Company's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at the Company BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at the Company BDFB.

C. Power Fuse Reductions on the Company BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for the Company to tag cables and update Central Office power records associated with the fuse change on the Company BDFB per 1-4 fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

6.5.5 Interconnection Termination Reduction

A. Application Fee – The charge assessed by the Company to process the Collocator's application for Virtual Collocation Arrangements.

B. Project Management Fee – Interconnection Termination Reduction – The charge reflects the Company's labor costs to project manage the changes/removals and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Virtual Collocation Arrangement.

C. Remove VF/DS0 Cable – Remove cable sheaths totaling 100 pairs and each 100 pair connecting block from the Company Main Distribution Frame to the Virtual Collocation Arrangement.

D. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of 28 DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

E. Remove DS3 Cable (Coax) – Remove two coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

G. Remove Fiber Jumpers - Remove four fiber jumpers from the Fiber Troughing Duct.

Note 1 for Material: Cable scrap boxes are designed for cable cut into 3 foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

7. COLLOCATION PRICE QUOTES

7.1 Each AT&T Oklahoma price quote for a collocation service must include, for every individual price component, the applicable USOC, non-recurring charge(s) and monthly recurring charge(s).

APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

MASTER AGREEMENT FOR ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

This Appendix is made by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T OKLAHOMA") and CLEC LEGAL NAME ("CLEC"). As provided in this Appendix, AT&T OKLAHOMA will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T OKLAHOMA") is a Texas Limited Partnership. AT&T OKLAHOMA's principal office is located at 530 McCullough, San Antonio, Texas 78215.

1.02 CLEC Legal Name. CLEC Legal Name ("CLEC") is a corporation chartered in the State of STATE. CLEC maintains an office at (spell out street names and state) example: 123 South Main Street Boulevard (address), Dallas (city), Texas (state), zip75202. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

ARTICLE 2: PURPOSE OF APPENDIX

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way AT&T OKLAHOMA shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and AT&T OKLAHOMA relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.05 Authorized contractor. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by AT&T OKLAHOMA or persons acting on AT&T OKLAHOMA's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without AT&T OKLAHOMA's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and AT&T OKLAHOMA to perform one or more of the following tasks within a specified AT&T OKLAHOMA construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to AT&T OKLAHOMA's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those AT&T OKLAHOMA construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one AT&T OKLAHOMA construction district constitute approval of such authorized contractor for the area served by a different AT&T OKLAHOMA construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T OKLAHOMA construction districts in which the work is to be performed.

3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by AT&T OKLAHOMA, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by AT&T OKLAHOMA shall be deemed available for assignment.

3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers to all AT&T OKLAHOMA conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by AT&T OKLAHOMA, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T OKLAHOMA structures (such as huts and cabinets) which branch off from AT&T OKLAHOMA conduit.

3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other within any part of AT&T OKLAHOMA's conduit system.

3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned, or controlled by AT&T OKLAHOMA and does not include (a) cables and other telecommunications equipment located within conduit structures, (b) central office vaults, controlled environment vaults, or other AT&T OKLAHOMA structures (such as huts and cabinets) which branch off from AT&T OKLAHOMA conduit or (c) isolated pipe and ducts not connected to the conduit system.

3.11 Construction District. The term "construction district" refers to the AT&T OKLAHOMA organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.13 Duct. The term "duct" refers to all AT&T OKLAHOMA ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by AT&T OKLAHOMA and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.

EXHIBIT I:	Pole and Conduit Attachment Rates
EXHIBIT II:	Identification of CLEC
EXHIBIT III:	Administrative Forms and Notices
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization Work
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by CLEC
SW-9436C:	Notification of Unauthorized Attachments by CLEC
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement
EXHIBIT VII:	Notices to AT&T OKLAHOMA
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of AT&T OKLAHOMA's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T OKLAHOMA ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by AT&T OKLAHOMA and does not include cables and other telecommunications equipment located within handhole structures.

3.19 This Section Intentionally Left Blank.

3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with AT&T OKLAHOMA permitting it to attach its facilities to AT&T OKLAHOMA's poles or anchors or place its facilities in AT&T OKLAHOMA conduit system.

3.23 License. The term "license" refers to a written instrument confirming that AT&T OKLAHOMA has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by AT&T OKLAHOMA in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by AT&T OKLAHOMA pursuant to this Appendix and may, if the context requires, refer to licenses issued by AT&T OKLAHOMA prior to the date of this Appendix.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include AT&T OKLAHOMA.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by AT&T OKLAHOMA and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including AT&T OKLAHOMA, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by AT&T OKLAHOMA as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, AT&T OKLAHOMA will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a AT&T OKLAHOMA manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to AT&T OKLAHOMA, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that AT&T OKLAHOMA may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct

designations may change from time to time and may or may not be reflected in AT&T OKLAHOMA outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T OKLAHOMA poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC's facilities. Make-ready work does not include the actual installation of CLEC's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC's facilities (as contrasted from work performed on AT&T OKLAHOMA's behalf in furtherance of AT&T OKLAHOMA's own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T OKLAHOMA's facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC's facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by AT&T OKLAHOMA and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.

3.30 Person acting on CLEC's behalf. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC's behalf while performing such work at CLEC's request.

3.31 Person acting on AT&T OKLAHOMA behalf. The terms "person acting on AT&T OKLAHOMA behalf," "personnel performing work on AT&T OKLAHOMA's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on AT&T OKLAHOMA's behalf," "personnel performing work on AT&T OKLAHOMA's behalf," and similar terms specifically include, but are not limited to, AT&T OKLAHOMA, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T OKLAHOMA and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by AT&T OKLAHOMA to perform make-ready work shall be deemed to be a person acting on AT&T OKLAHOMA's behalf while performing such work at AT&T OKLAHOMA's request.

3.32 Pole. The term "pole" refers to all AT&T OKLAHOMA poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii).

Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by AT&T OKLAHOMA and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Appendix, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by AT&T OKLAHOMA. The term "pole attachment" includes all such facilities attached to or supported by a AT&T OKLAHOMA pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by AT&T OKLAHOMA or by persons acting on AT&T OKLAHOMA's behalf for the primary purpose of:

(a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;

(b) confirming or determining the extent, if any, to which modifications to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;

(c) confirming or determining what make-ready work, if any, will be required to prepare AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and

(d) estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:

(a) whether AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;

(b) the extent, if any, to which modifications of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and

(c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and AT&T OKLAHOMA, respectively, to coordinate arrangements for CLEC's access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. AT&T OKLAHOMA's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.

3.38 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing AT&T OKLAHOMA to locate facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling AT&T OKLAHOMA to pass over, place facilities on, and have rights of ingress and egress to the and of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by AT&T OKLAHOMA's facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Oklahoma.

3.42 State Commission. The term "State Commission" refers to the Oklahoma Corporation Commission.

3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and AT&T OKLAHOMA).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by AT&T OKLAHOMA to be responsible for handling and processing requests for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, if any, the ULS shall serve as CLEC's single point of contact for arranging access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and access to AT&T OKLAHOMA's records relating to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, AT&T OKLAHOMA's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

3.48 "Vicinity of ...." When used in terms such as "vicinity of AT&T OKLAHOMA's conduit system," "vicinity of AT&T OKLAHOMA's poles," "vicinity of AT&T OKLAHOMA's rights-of-way," or "vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any AT&T OKLAHOMA pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to AT&T OKLAHOMA poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.

4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by AT&T OKLAHOMA, and the placement of CLEC's facilities on or in AT&T OKLAHOMA's poles, ducts, conduits and rights-of-way shall not create or vest in AT&T OKLAHOMA any right, title, or interest in such facilities.

4.03 No Effect on AT&T OKLAHOMA's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect AT&T OKLAHOMA's right to abandon, convey, or transfer to any other person or entity AT&T OKLAHOMA's interest in any of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

(a) AT&T OKLAHOMA shall give CLEC no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which CLEC has attached or placed facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

(b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with AT&T OKLAHOMA or to any entity which acquires or succeeds to ownership of substantially all of AT&T OKLAHOMA's assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.

4.04 No Effect on AT&T OKLAHOMA's Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with AT&T OKLAHOMA's rights to:

(a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to AT&T OKLAHOMA's poles, ducts, conduits and rights-of-way, and any of AT&T OKLAHOMA's facilities attached thereto or located therein) at any time and in any manner which AT&T OKLAHOMA deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or

(b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way,

provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.

4.05 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons

acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. AT&T OKLAHOMA and CLEC agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. AT&T OKLAHOMA and CLEC shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.

5.02 Private Rights-of-Way Not Owned or Controlled by AT&T OKLAHOMA. AT&T OKLAHOMA and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by AT&T OKLAHOMA. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where AT&T OKLAHOMA's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of AT&T OKLAHOMA's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that AT&T OKLAHOMA has the legal authority to grant such access and use. AT&T OKLAHOMA also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. AT&T OKLAHOMA agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those AT&T OKLAHOMA places on itself.

(a) Although AT&T OKLAHOMA shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize AT&T OKLAHOMA's rights-of-way to the extent that AT&T OKLAHOMA has legal authority to do so, CLEC acknowledges that AT&T OKLAHOMA may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:

(1) CLEC shall first attempt to obtain right-of-way directly from the property owner.

(2) If AT&T OKLAHOMA has legal authority to permit access by CLEC to a right-of-way on third-party property, AT&T OKLAHOMA will not restrict CLEC's use of the right-of-way.

(3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(b) AT&T OKLAHOMA and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. AT&T OKLAHOMA will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. AT&T OKLAHOMA will place no restrictions on access to such rights-of-way that are more restrictive than those AT&T OKLAHOMA places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar

structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that CLEC's facilities attached to AT&T OKLAHOMA's poles or occupying space in its ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.

6.02 Design to Minimize the Need for Access to AT&T OKLAHOMA's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access AT&T OKLAHOMA's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines AT&T OKLAHOMA applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, AT&T OKLAHOMA agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into AT&T OKLAHOMA's conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.

6.04 Published Standards. AT&T OKLAHOMA and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:

(a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

(b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in AT&T OKLAHOMA's conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.

(a) No facilities shall be placed in AT&T OKLAHOMA's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in AT&T OKLAHOMA's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.

(b) Facilities placed in AT&T OKLAHOMA's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

(c) Facilities placed in AT&T OKLAHOMA's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

(d) No coaxial cable shall be placed in AT&T OKLAHOMA's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

(e) Coaxial cable placed in AT&T OKLAHOMA's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

(f) CLEC shall not circumvent the corrosion mitigation measures of AT&T OKLAHOMA or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in AT&T OKLAHOMA's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter AT&T OKLAHOMA's conduit system at locations consistent with the physical design specifications that AT&T OKLAHOMA applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).

(b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T OKLAHOMA's conduit or ducts.

(c) The integrity of AT&T OKLAHOMA's conduit system and overall safety of personnel require that "dielectric cable" be used within AT&T OKLAHOMA's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.

(d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, AT&T OKLAHOMA will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for AT&T OKLAHOMA's own business purposes and to accommodate CLEC and other joint users; provided, however, that AT&T OKLAHOMA shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to AT&T OKLAHOMA's conduit system:

(a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of AT&T OKLAHOMA's conduit system except as provided in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.

(c) Where CLEC's duct or facility physically connects with AT&T OKLAHOMA's manhole the section of CLEC's facility which connects to AT&T OKLAHOMA's manhole shall be installed by AT&T OKLAHOMA or its contractor at CLEC's expense (which shall be AT&T OKLAHOMA's actual costs or the price charged AT&T OKLAHOMA by the contractor). AT&T OKLAHOMA will perform this

work in an interval consistent with the intervals AT&T OKLAHOMA performs work for itself. If AT&T OKLAHOMA's interval for beginning or completing this work does not meet CLEC's needs, CLEC as an authorized contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T OKLAHOMA and CLEC.

(d) AT&T OKLAHOMA will have the option to monitor the entrance and exit of CLEC's facilities into AT&T OKLAHOMA's conduit system and the physical placement of CLEC's facilities in AT&T OKLAHOMA's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.

(e) If CLEC constructs or utilizes a duct connected to AT&T OKLAHOMA's conduit system, the duct and all connections between that duct and AT&T OKLAHOMA's conduit system shall be sealed to prevent the entry of gases or liquids into AT&T OKLAHOMA's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T OKLAHOMA's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of AT&T OKLAHOMA, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way, and to protect the public at large.

(a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on AT&T OKLAHOMA's poles or in the vicinity of AT&T OKLAHOMA's poles, or enter AT&T OKLAHOMA's manholes or work within or in the vicinity of AT&T OKLAHOMA's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

(b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of AT&T OKLAHOMA's conduit system) are sufficiently safe for the work to be performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify AT&T OKLAHOMA of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.

(c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

(d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel

performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

(e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

(f) CLEC shall promptly suspend activities on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, or conduits, if notified by AT&T OKLAHOMA that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of AT&T OKLAHOMA's conduit system until both CLEC and AT&T OKLAHOMA are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that AT&T OKLAHOMA requires CLEC to suspend work activities and it is later determined that the there was no reasonable basis for the work suspension, AT&T OKLAHOMA agrees to compensate CLEC for the cost resulting from the delay.

(g) All personnel acting on CLEC's behalf shall, while working on or in AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any AT&T OKLAHOMA employee or representative, produce such identification.

(h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the vicinity of AT&T OKLAHOMA's poles or conduit system to AT&T OKLAHOMA.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of AT&T OKLAHOMA's Conduit Systems. When AT&T OKLAHOMA or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of AT&T OKLAHOMA's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in AT&T OKLAHOMA's conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that AT&T OKLAHOMA rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, AT&T OKLAHOMA shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to AT&T OKLAHOMA via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by AT&T OKLAHOMA's own personnel.

(b) Personnel performing work within AT&T OKLAHOMA's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of AT&T OKLAHOMA's conduit system.

(c) Personnel performing work within or in the vicinity of AT&T OKLAHOMA's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

(d) All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by AT&T OKLAHOMA and applicable to AT&T OKLAHOMA's own facilities.

(e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by AT&T OKLAHOMA for its own facilities.

(f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.

(g) Planks or other types of platforms shall be supported only by cable racks.

(h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of AT&T OKLAHOMA's conduit system shall be of a type approved by AT&T OKLAHOMA and included on AT&T OKLAHOMA's then-current list of approved types of leak-detection liquids and devices; provided, however, that CLEC may use any type of leak detection liquid or device which meets Bellcore's published standards if AT&T OKLAHOMA has not provided CLEC AT&T OKLAHOMA's list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.

(i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in AT&T OKLAHOMA's conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

(j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.

(k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.

(l) Neither AT&T OKLAHOMA nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T OKLAHOMA's conduit system (including any manhole) during work operations performed within or in the vicinity of AT&T OKLAHOMA's conduit system.

(m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.

(n) Cable lubricants used in conduit systems shall be of a type or types approved by AT&T OKLAHOMA and included on AT&T OKLAHOMA's then-current list of approved types of cable lubricants; provided, however, that CLEC may use any type of cable lubricant which meets Bellcore's published standards if AT&T OKLAHOMA has not provided CLEC AT&T OKLAHOMA's list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T OKLAHOMA's manholes and access to AT&T OKLAHOMA's conduit system.

(a) CLEC will notify AT&T OKLAHOMA not less than 5 business days in advance before entering AT&T OKLAHOMA's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, CLEC shall, when feasible, provide AT&T OKLAHOMA with 10 working days advance notice before entering AT&T OKLAHOMA's conduit system.

(b) The parties contemplate that CLEC may need to perform operations in AT&T OKLAHOMA's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify AT&T OKLAHOMA as soon as is reasonably possible of its intent to enter and perform work in the conduit system and AT&T OKLAHOMA shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. AT&T OKLAHOMA will establish procedures enabling AT&T OKLAHOMA to receive notices from CLEC under this subsection 24 hours a day, seven days a week.

(c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(d) Where CLEC personnel, certified based on industry standards, perform installation, maintenance and similar routine work at AT&T OKLAHOMA sites, AT&T OKLAHOMA may, at its option, send one or more employees to review such work. CLEC and AT&T OKLAHOMA shall share the cost of a single AT&T OKLAHOMA employee reviewing the work during emergency and non-emergency situations. AT&T OKLAHOMA will not be compensated by CLEC for any additional employees reviewing the work. The AT&T OKLAHOMA employees assigned for review and inspection of CLEC personnel work must be available during all normal business hours for such assignments to minimize inconvenience to CLEC. If the work at AT&T OKLAHOMA sites is performed by a contractor agreed upon by CLEC and AT&T OKLAHOMA, AT&T OKLAHOMA shall be responsible for the costs of its employees sent to inspect the contractor's work. However, if the CLEC personnel perform work at the site of an interconnection point where the participation of AT&T OKLAHOMA personnel is integral for the successful completion of the work, CLEC is responsible for paying the costs of AT&T OKLAHOMA personnel reasonably needed for such work.

(e) AT&T OKLAHOMA and CLEC further agree that CLEC shall pay to AT&T OKLAHOMA a penalty of $500.00 for each unauthorized entry into the conduit system.

6.12 OSHA Compliance. Each party agrees:

(a) its facilities attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and

(b) all persons shall, when working on, within, or in the vicinity of AT&T OKLAHOMA's poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in AT&T OKLAHOMA's Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T OKLAHOMA's conduit system and accumulate in manholes or other conduit facilities.

(a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. AT&T OKLAHOMA will assist CLEC, at CLEC's request and expense, in the performance of such inspections and tests.

(b) AT&T OKLAHOMA makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of AT&T OKLAHOMA's conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

(d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.

6.14 Compliance with Environmental Laws and Regulations. CLEC and AT&T OKLAHOMA agree to comply with the following provisions relating to compliance with environmental laws and regulations.

(a) All persons acting on CLEC's or AT&T OKLAHOMA's behalf, including but not limited to CLEC's or AT&T OKLAHOMA's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and AT&T OKLAHOMA agree that their facilities attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and AT&T OKLAHOMA shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, AT&T OKLAHOMA's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.

7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.

7.03 Access to Records Relating to AT&T OKLAHOMA's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way will be made available to CLEC. Access to such records and information shall be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (AT&T OKLAHOMA Pole, Duct, Conduit, and Rights-of-Way)

attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse AT&T OKLAHOMA for all reasonable costs incurred by AT&T OKLAHOMA in granting CLEC's requests for access to records and information under this section.

(a) CLEC shall, after the effective date of this Appendix, have reasonable access to AT&T OKLAHOMA's pole and conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and AT&T OKLAHOMA shall make such maps and records available for inspection by CLEC on two business days notice.

(b) The access described in subsection (a) shall include the right to make copies, at CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

AT&T OKLAHOMA shall provide CLEC the best information available from AT&T OKLAHOMA's current pole and conduit maps and records. AT&T OKLAHOMA represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(1) the exact location of the facilities depicted;

(2) the physical size, characteristics, or condition of the facilities depicted;

(3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of AT&T OKLAHOMA's conduit system; and

(5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of CLEC's facilities or that the pole, duct, or conduit depicted is suitable for CLEC's intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. CLEC shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

(a) After the effective date of this Agreement, AT&T OKLAHOMA shall permit CLEC to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude CLEC from visually inspecting AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without AT&T OKLAHOMA's permission.

(b) CLEC shall not enter any AT&T OKLAHOMA manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this

Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. AT&T OKLAHOMA will select or approve CLEC's selection of the space CLEC will occupy on poles or in conduit systems based upon the same criteria AT&T OKLAHOMA applies to itself as referenced in Article 6. In conduit systems owned or controlled by AT&T OKLAHOMA, maintenance ducts (as defined in Section 3.25) shall not be considered available for CLEC's use except as specifically provided elsewhere in this Appendix. All ducts associated with the conduit system which are not assigned or occupied shall be deemed available for use by AT&T OKLAHOMA, CLEC, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Poles, duct and conduit system will be assigned to CLEC as provided in this section. Information received by AT&T OKLAHOMA in connection with this section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

(a) On receipt of CLEC's application for a pole attachment or conduit occupancy license the associated pole, duct, and conduit space shall be assigned to CLEC for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate AT&T OKLAHOMA records.

(b) AT&T OKLAHOMA has adopted interim procedures which enable pole, duct, and conduit space to be provisionally assigned to CLEC and other applicants prior to the submission of formal applications required pursuant to Section 9.02 of this Appendix. Where indicated below, the interim procedures shall apply, on a nondiscriminatory basis, to the assignment of space to AT&T OKLAHOMA as well as to CLEC and other applicants. The procedures enable CLEC and other applicants, by written notice, to advise AT&T OKLAHOMA of their intent to occupy unassigned space which appears, from AT&T OKLAHOMA's records, to be available for assignment. Upon receipt of such notice, AT&T OKLAHOMA shall date-and time-stamp the notice and provisionally assign the space selected by CLEC or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate AT&T OKLAHOMA records, which records will be available for inspection as provided in Section 7.03 of this Appendix. Space provisionally assigned to CLEC or such other applicant shall not be available for assignment to any other person or entity, including AT&T OKLAHOMA. Notwithstanding such provisional assignment, CLEC shall not occupy such space without first obtaining a license. The following additional requirements shall apply.

(1) Before giving AT&T OKLAHOMA a notice of its intent to occupy unassigned space, CLEC shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding AT&T OKLAHOMA or any other person or entity from utilizing or having access to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

(2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable AT&T OKLAHOMA and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which CLEC desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific conduit sections, and each manhole, to be occupied;

(ii) the number of ducts, and number of inner ducts, to be occupied by CLEC within each conduit section;

(iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(iv) the anticipated use by CLEC of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) CLEC's best estimates of the dates when CLEC plans to begin and complete construction at the sites specified in the notice; and

(vi) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that CLEC intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.

(3) With respect to unassigned pole space, such notice must include all information required to enable AT&T OKLAHOMA and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which CLEC desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific poles to be occupied;

(ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to AT&T OKLAHOMA and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to CLEC;

(iv) the anticipated use by CLEC of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) CLEC's best estimates of the dates when CLEC plans to begin and complete construction at the sites specified in the notice;

(vi) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that CLEC intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.

(4) No later than 30 days after giving such notice, CLEC shall file an application under Section 9.02 or the provisional assignment shall lapse.

(5) As stated in Section 7.03(b), AT&T OKLAHOMA does not represent that its records accurately reflect the information necessary to enable CLEC to rely upon a records-based assignment process. AT&T OKLAHOMA shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available until CLEC has formally applied for the space and AT&T OKLAHOMA has completed the pre-license survey.

(c) Assignments made prior to the issuance of a license shall be provisional assignments and shall be subject to modification if it is subsequently determined that the space selected by CLEC is already

occupied or that a different assignment is required to comply with AT&T OKLAHOMA's standards for assigning pole, duct, and conduit occupancy space.

(d) CLEC's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment or provisional assignment is logged and recorded in the appropriate AT&T OKLAHOMA records.

(e) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate AT&T OKLAHOMA record, AT&T OKLAHOMA shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T OKLAHOMA record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from AT&T OKLAHOMA's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of AT&T OKLAHOMA's make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of AT&T OKLAHOMA or third parties other than persons acting on CLEC's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date CLEC is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate AT&T OKLAHOMA records available for inspection under Section 7.03.

(f) AT&T OKLAHOMA may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If AT&T OKLAHOMA assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T OKLAHOMA record if AT&T OKLAHOMA has not occupied such assigned space within such 12-month period; provided, however, that if AT&T OKLAHOMA's failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on AT&T OKLAHOMA's behalf, or from acts of God, AT&T OKLAHOMA's assignment may be extended for a period no longer than three months from the date AT&T OKLAHOMA is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate AT&T OKLAHOMA records available for inspection under Section 7.03.

(f) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to CLEC or AT&T OKLAHOMA under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work, if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

(g) Intentionally omitted.

(h) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables CLEC, AT&T OKLAHOMA, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

(i) At CLEC's election, CLEC may file an application for access which specifically requests that the space sought by CLEC not be assigned to CLEC immediately and not be recorded immediately in the AT&T OKLAHOMA records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Appendix. In that event, the space sought by CLEC will not be assigned to CLEC and will remain available for assignment to others without restriction until such time as such space is formally assigned to CLEC in accordance with CLEC's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to CLEC of a license confirming that CLEC has the right to occupy the space described in the license. In the event that CLEC elects to proceed under this subsection, CLEC's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate AT&T OKLAHOMA records and CLEC shall bear the risks that (1) the space sought by CLEC will be assigned to and occupied by another person or entity or (2) circumstances will occur which may require that AT&T OKLAHOMA reevaluate CLEC's application and repeat the field inspection portion of the pre-license survey at CLEC's expense.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. Except as otherwise specifically permitted in this Appendix, CLEC shall apply in writing for and receive a license before attaching facilities to specified AT&T OKLAHOMA poles or placing facilities within specified AT&T OKLAHOMA ducts or conduits manholes, or handholes. License applications and information received by AT&T OKLAHOMA in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, CLEC shall submit to AT&T OKLAHOMA two signed copies of the appropriate application forms. AT&T OKLAHOMA represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that AT&T OKLAHOMA plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. AT&T OKLAHOMA reserves the right to change the format and content of these forms upon 60 days written notice to CLEC.

(a) To apply for a pole attachment license, CLEC shall submit to AT&T OKLAHOMA two signed copies of AT&T OKLAHOMA's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433. An application for a pole attachment license shall not be complete or subject to processing by AT&T OKLAHOMA until these forms have been submitted to AT&T OKLAHOMA; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434, are attached to this Appendix as parts of Exhibit III.

(b) To apply for a conduit occupancy license, CLEC shall submit to AT&T OKLAHOMA two signed copies of AT&T OKLAHOMA Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by AT&T OKLAHOMA until these forms have been submitted to AT&T OKLAHOMA; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435, are attached to this Appendix as parts of Exhibit III.

(c) Each application for a license under this Appendix shall include the following information, at a minimum:

(1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as associated maps and manhole detailed butterfly drawings;

(2) a description of the facilities to be attached to AT&T OKLAHOMA's poles and a description of the facilities to be placed within each component of AT&T OKLAHOMA's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and

(3) for poles, the proposed points of attachment.

(d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);

(2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,

(3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of *permitted* apparatus enclosures and other facilities to be attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's conduit system.

(e) When it appears to CLEC that facilities modification, capacity expansion, or make-ready work, may be required to accommodate CLEC's access requests, CLEC shall describe the facilities modification, capacity expansion or make-ready work which CLEC proposes. CLEC shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.

(f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than AT&T OKLAHOMA, that it may be necessary for AT&T OKLAHOMA to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to AT&T OKLAHOMA's poles and that, at the time an application is submitted, CLEC shall identify all poles utilized by AT&T OKLAHOMA (without regard to ownership) along the proposed route. If CLEC does not identify all poles, CLEC may contract with AT&T OKLAHOMA to do so, at CLEC's expense.

(g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing CLEC's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by AT&T OKLAHOMA's engineering and outside plant construction personnel in scheduling work required to process CLEC's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate CLEC's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by CLEC and other parties seeking access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between AT&T OKLAHOMA's personnel and personnel acting on behalf of CLEC and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

(a) Before submitting a formal written application for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way, CLEC shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which CLEC does not plan to use or for the purpose of precluding AT&T OKLAHOMA or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.

(b) CLEC shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with CLEC's needs. If CLEC contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single AT&T OKLAHOMA construction district, CLEC shall give AT&T OKLAHOMA 30 days notice with a priority list as noted in 9.04.

(c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment license application.

(d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single AT&T OKLAHOMA construction district, CLEC shall, at AT&T OKLAHOMA's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by AT&T OKLAHOMA after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. AT&T OKLAHOMA will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.

(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by AT&T OKLAHOMA or its authorized representative. Primary purposes of the field inspection will be to enable AT&T OKLAHOMA to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T OKLAHOMA's poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. AT&T OKLAHOMA may dispense with the field inspection if it appears that the information necessary to process CLEC's license application is already available form existing sources, including the application forms and such other information as may be available to AT&T OKLAHOMA. If CLEC has occupied the space requested before the issuance of a license, a post-installation inspection of CLEC's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Appendix. In performing such inspection, AT&T OKLAHOMA will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by AT&T OKLAHOMA.

(c) Before performing any portion of the pre-license survey, AT&T OKLAHOMA shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES
(INCLUDING *FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK)*

10.01 Response Within 45 Days. Within 45 days of CLEC's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, AT&T OKLAHOMA shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if AT&T OKLAHOMA personnel involved in the processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, AT&T OKLAHOMA shall promptly advise CLEC and shall, at CLEC's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

(a) If access is granted, AT&T OKLAHOMA shall, no later than 45 days after CLEC's submission of the license application, further advise CLEC in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T OKLAHOMA's pole or conduit facilities (2) provide CLEC an estimate of charges for such facilities modifications, capacity expansions, or make-ready work, (3) disclose to CLEC any hazardous substances known by AT&T OKLAHOMA to be present at the site.

(b) If access is denied, AT&T OKLAHOMA will confirm the denial in writing by the 45th day after the receipt by AT&T OKLAHOMA of CLEC's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, CLEC shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on AT&T OKLAHOMA of processing and responding to the application.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that AT&T OKLAHOMA may grant access subject to CLEC's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate CLEC's request, in which event CLEC shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If AT&T OKLAHOMA does not offer to expand capacity and denies CLEC's request for access, AT&T OKLAHOMA shall promptly notify CLEC of such determination. AT&T OKLAHOMA shall not deny CLEC's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

(a) AT&T OKLAHOMA agrees to modify its outside plant facilities to the extent that CLEC agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which AT&T OKLAHOMA would apply to AT&T OKLAHOMA if the work were performed for its own benefit. AT&T OKLAHOMA may recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. AT&T OKLAHOMA will require payment of the full amount in advance subject to the true-up of the estimated costs with the actual costs.

(b) AT&T OKLAHOMA agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval AT&T OKLAHOMA provides to itself. If AT&T OKLAHOMA's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC, as a qualified contractor, may perform the inner-duct installation itself or utilize authorized subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T OKLAHOMA and CLEC. When inner duct is installed by CLEC or an authorized contractor in AT&T OKLAHOMA's conduit system, CLEC shall bear all installation expenses. Inner duct installed by CLEC or an authorized contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by AT&T OKLAHOMA or AT&T OKLAHOMA's contractors. CLEC will indemnify AT&T OKLAHOMA for damages, resulting from CLEC's self-provisioning of the inner-duct.

(c) AT&T OKLAHOMA agrees to remove cables at CLEC's expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that AT&T OKLAHOMA excavate the obstruction. The excavation would be at CLEC's expense.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or AT&T OKLAHOMA's field inspection, if any, AT&T OKLAHOMA determines that no make-ready work is necessary to accommodate CLEC's facilities, AT&T OKLAHOMA will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to CLEC for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.02.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by AT&T OKLAHOMA or by authorized contractors–or other persons acting on AT&T OKLAHOMA's behalf and shall be performed by AT&T OKLAHOMA in accordance with the same time intervals which would be applicable if AT&T OKLAHOMA were performing the work for itself.

(a) CLEC and AT&T OKLAHOMA will mutually establish and maintain a list of authorized contractors who may be selected by CLEC to perform make-ready work when AT&T OKLAHOMA's interval for beginning or completing such make ready work does not meet CLEC's needs.

(b) If AT&T OKLAHOMA's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by CLEC from the applicable list of authorized contractors. Subject to the availability of personnel, CLEC may also request that AT&T OKLAHOMA perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

(c) From time to time, additional contractors or other vendors may be approved by CLEC and AT&T OKLAHOMA to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

(d) Nothing contained in this section authorizes CLEC, any authorized contractor selected by CLEC, or any other person acting on CLEC's behalf to consolidate AT&T OKLAHOMA's cables, remove slack, or perform any splicing (wire work) on AT&T OKLAHOMA's cables.

10.05 Make-ready Work. If AT&T OKLAHOMA determines that make-ready work will be necessary to accommodate CLEC's facilities, AT&T OKLAHOMA shall promptly notify CLEC of the make-ready work proposed to enable the accommodation of CLEC's facilities.

(a) The notice shall be given in writing no later than 45 days after the receipt by AT&T OKLAHOMA of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.

(b) The notice will include AT&T OKLAHOMA's estimate of make-ready charges, which estimate shall be stated on AT&T OKLAHOMA Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.

(c) CLEC shall have 20 days (the "acceptance period") after receiving AT&T OKLAHOMA's estimate of make-ready charges to authorize completion of the make-ready work proposed by AT&T OKLAHOMA or to advise AT&T OKLAHOMA of its willingness to perform the proposed make-ready work itself. If CLEC advises AT&T OKLAHOMA that it is willing to perform the make-ready work proposed by AT&T OKLAHOMA in accordance with a design approved by AT&T OKLAHOMA, and AT&T OKLAHOMA's specifications, AT&T OKLAHOMA will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to AT&T OKLAHOMA within the 20-day acceptance period.

(d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and

returning it to AT&T OKLAHOMA within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify AT&T OKLAHOMA in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat AT&T OKLAHOMA's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, AT&T OKLAHOMA shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to AT&T OKLAHOMA's inquiry, CLEC does not immediately sign and return the estimate to AT&T OKLAHOMA.

(2) If CLEC timely notifies AT&T OKLAHOMA that it is electing to treat AT&T OKLAHOMA's make-ready requirements as a denial of access, AT&T OKLAHOMA shall, within 20 days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting AT&T OKLAHOMA's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to AT&T OKLAHOMA's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for AT&T OKLAHOMA's make-ready proposals and specifically address AT&T OKLAHOMA's rationale for rejecting CLEC's alternative written proposals, if any.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to AT&T OKLAHOMA's poles or occupying space in AT&T OKLAHOMA's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of CLEC's facilities to or in AT&T OKLAHOMA's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. CLEC acknowledges that if any additional capacity is created as a result of make-ready work performed to accommodate CLEC's facilities, CLEC shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T OKLAHOMA for the use of such additional capacity. If AT&T OKLAHOMA utilizes additional space or capacity created at CLEC's expense, AT&T OKLAHOMA will reimburse CLEC on a pro-rata basis for AT&T OKLAHOMA's share, if any, of CLEC's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T OKLAHOMA will notify the CLEC if any entity, including AT&T OKLAHOMA, attaches facilities to additional capacity on AT&T OKLAHOMA's structure created at CLEC's expense. AT&T OKLAHOMA shall not be required to collect or remit any such amounts to CLEC, to resolve or adjudicate disputes over reimbursement between CLEC and Other Users.

10.09 License and Attachment. After all required make-ready work is completed, AT&T OKLAHOMA will issue a license confirming that CLEC may attach specified facilities to AT&T OKLAHOMA's poles or place specified facilities in AT&T OKLAHOMA's conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Appendix, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its facilities to AT&T OKLAHOMA's poles and the actual placement of its facilities in AT&T OKLAHOMA's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, CLEC shall provide AT&T OKLAHOMA with an updated construction schedule and shall thereafter keep AT&T OKLAHOMA informed of anticipated changes in the construction schedule. Construction schedules received by AT&T OKLAHOMA shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

(a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) the names of each contractor and subcontractor that will be involved in the construction activities;

(c) the estimated dates when construction will begin and end; and

(d) the approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to AT&T OKLAHOMA's poles or the placement of CLEC's facilities in any part of AT&T OKLAHOMA's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES

12.01 Use of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to have access to CLEC's facilities on or within AT&T OKLAHOMA's poles, ducts, and conduits as needed for the purpose of serving CLEC's customers.

12.02 Routine Maintenance of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to engage in routine maintenance of facilities located on or within AT&T OKLAHOMA's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of CLEC's facilities in any manner which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's license.

12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on AT&T OKLAHOMA's poles for the attachment of drop wires as specified in this section.

(a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.

(b) If attachment space has already been licensed to CLEC on a given AT&T OKLAHOMA pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.

(c) CLEC's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to CLEC as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to CLEC on a given AT&T OKLAHOMA pole is not adequate for CLEC's drive rings or J-hooks, CLEC may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below CLEC's licensed attachment space as described in subsection (b) above. No additional attachment charges shall

apply with respect to drive rings and J-hooks installed outside CLEC's licensed attachment space as provided in this subsection.

(d) If CLEC has not already been licensed attachment space on a given pole, CLEC may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify AT&T OKLAHOMA of the attachment. Such notification shall be made on a form to be developed by AT&T OKLAHOMA for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by AT&T OKLAHOMA, and AT&T OKLAHOMA shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by CLEC to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

(e) Notwithstanding the provisions of subsections (c)-(d) above, CLEC may not install drive rings and J-hooks in space assigned to AT&T OKLAHOMA or another joint user without the approval of AT&T OKLAHOMA or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by AT&T OKLAHOMA or other joint users. If the presence of such CLEC facilities in space not assigned to CLEC will block or preclude the use of assigned or otherwise assignable space by AT&T OKLAHOMA or other joint users, CLEC shall, on AT&T OKLAHOMA's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) AT&T OKLAHOMA may not install drive rings and J-hooks in space assigned to CLEC without CLEC's approval and shall, at CLEC's request, promptly relocate the facilities in order to accommodate CLEC's facilities and bear all expenses associated with such relocation. If AT&T OKLAHOMA drive rings or J-hooks have been installed in space subsequently assigned to CLEC, or if the presence of AT&T OKLAHOMA drive rings or J-hooks blocks or precludes the use of otherwise assignable space on AT&T OKLAHOMA's poles, AT&T OKLAHOMA shall, at CLEC's request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) CLEC shall, at the request of AT&T OKLAHOMA or another joint user, at CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on AT&T OKLAHOMA's poles other than as permitted in this section.

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

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide AT&T OKLAHOMA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities and shall thereafter notify AT&T OKLAHOMA of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on AT&T OKLAHOMA's request, identify any authorized contractor or other person performing maintenance activities on CLEC's behalf at a specified site.

ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES

13.01 Notification of Planned Modifications. CLEC shall notify AT&T OKLAHOMA in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any AT&T OKLAHOMA duct or conduit. The notice shall contain sufficient information to enable AT&T OKLAHOMA to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of AT&T OKLAHOMA's poles, ducts, or conduits, and having no effect on the ability of AT&T OKLAHOMA or joint users to use or have access to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

(a) requires that CLEC occupy additional space on AT&T OKLAHOMA's poles (except on a temporary basis in the event of an emergency);

(b) requires that CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any AT&T OKLAHOMA duct or conduit except on a temporary basis in the event of an emergency;

(c) results in the facilities attached being different from those described as authorized attachments in CLEC's present application, current license, notice of intent to occupy, or license application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);

(d) requires additional holding or loading capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure pole loadings are not exceeded.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. AT&T OKLAHOMA may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of CLEC's facilities when it appears to AT&T OKLAHOMA that the proposed additions, relocations, replacements, or modifications will not require make-ready work by AT&T OKLAHOMA, will not interfere with AT&T OKLAHOMA's use of its poles, conduit systems, or facilities

attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of CLEC's Facilities at AT&T OKLAHOMA's Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T OKLAHOMA to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by AT&T OKLAHOMA's own business needs or by factors outside of AT&T OKLAHOMA's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

(a) CLEC agrees that CLEC will cooperate with AT&T OKLAHOMA and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.

(b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by AT&T OKLAHOMA of the required rearrangements.AT&T OKLAHOMA may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(2) the timeliness of AT&T OKLAHOMA's request to CLEC;

(3) the nature and number of rearrangements sought;

(4) the impact on the ability of the parties and joint users to meet customer service needs; and

(5) risks of service interruption to customers of the parties and joint users.

(c) Nothing contained in this article shall preclude CLEC from advising AT&T OKLAHOMA, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to AT&T OKLAHOMA's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service

providers utilizing AT&T OKLAHOMA's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.

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

(b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to AT&T OKLAHOMA, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify AT&T OKLAHOMA of such use and must either vacate the maintenance duct within 30 days or, with AT&T OKLAHOMA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

(c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each AT&T OKLAHOMA construction district, CLEC shall provide AT&T OKLAHOMA with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify AT&T OKLAHOMA of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify AT&T OKLAHOMA at the earliest practicable opportunity after discovering any condition on or in any of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T OKLAHOMA's facilities and AT&T OKLAHOMA shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T OKLAHOMA, CLEC, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

(a) Emergency service restoration work requirements shall take precedence over other work operations.

(b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall

base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

(c) AT&T OKLAHOMA shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T OKLAHOMA on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When AT&T OKLAHOMA or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of AT&T OKLAHOMA's or CLEC's facilities, or AT&T OKLAHOMA's or CLEC's ability to meet its service obligations, AT&T OKLAHOMA or CLEC may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, AT&T OKLAHOMA or CLEC may reattach them as provided in this section but shall not be obligated to do so.

(a) Before performing any corrective work involving facilities, AT&T OKLAHOMA or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.

(b) When an emergency situation exists such that advance notice and coordination are not practicable, AT&T OKLAHOMA or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with AT&T OKLAHOMA when emergency pole replacements are required.

(a) When emergency pole replacements are required, AT&T OKLAHOMA shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.

(b) If notified by AT&T OKLAHOMA that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a AT&T OKLAHOMA replacement pole, the transfer shall be in accordance with AT&T OKLAHOMA's placement instructions.

(c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise AT&T OKLAHOMA and thereby authorize AT&T OKLAHOMA (or any joint user sharing the pole with AT&T OKLAHOMA) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

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

(a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

(b) CLEC agrees to reimburse AT&T OKLAHOMA for the costs incurred by AT&T OKLAHOMA for work performed by AT&T OKLAHOMA on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by AT&T OKLAHOMA are for work

performed in part for CLEC and in part for AT&T OKLAHOMA and third parties, CLEC shall only reimburse AT&T OKLAHOMA for CLEC's share of the costs.

ARTICLE 16: INSPECTION BY AT&T OKLAHOMA OF CLEC'S FACILITIES

16.01 AT&T OKLAHOMA's Right to Make Periodic or Spot Inspections. AT&T OKLAHOMA shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to AT&T OKLAHOMA's poles or placed within AT&T OKLAHOMA's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's conduit system are in compliance with the terms of this Appendix and licenses hereunder, AT&T OKLAHOMA may charge CLEC for inspection expenses only if the inspection reflects that CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify AT&T OKLAHOMA in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. AT&T OKLAHOMA will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

16.03 Post-Construction Inspections. AT&T OKLAHOMA, at CLEC's expense, may conduct a post-construction inspection of CLEC's attachment to AT&T OKLAHOMA's poles, conduits or right-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T OKLAHOMA will provide CLEC advance written notice of proposed date and time of the post-construction inspection. CLEC may accompany AT&T OKLAHOMA on the post-construction inspection. If CLEC has paid AT&T for construction oversight by a AT&T employee pursuant to § 5.11(d) then CLEC shall not be also required to pay AT&T's employee cost for a post construction inspection.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, AT&T OKLAHOMA may, without notice to any person or entity, remove from AT&T OKLAHOMA's poles or any part of AT&T OKLAHOMA's conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if AT&T OKLAHOMA determines that such facilities are not the subject of any current license authorizing their continued attachment to AT&T OKLAHOMA's poles or occupancy of AT&T OKLAHOMA's conduit system and are not otherwise lawfully present on AT&T OKLAHOMA's poles or in AT&T OKLAHOMA's conduit system.

(a) Before removing any such untagged or unmarked facilities, AT&T OKLAHOMA shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on AT&T OKLAHOMA's poles or in AT&T OKLAHOMA's conduit system.

(b) AT&T OKLAHOMA shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.

(c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on AT&T OKLAHOMA's poles or in AT&T OKLAHOMA's conduit system, AT&T OKLAHOMA shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise AT&T OKLAHOMA in writing of its schedule for tagging the facilities, or

notify AT&T OKLAHOMA in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to AT&T OKLAHOMA the identity of the owner or other party thought by CLEC to be responsible for the facilities.

(d) If any of CLEC's facilities for which no license is presently in effect are found attached to AT&T OKLAHOMA's poles or within any part of AT&T OKLAHOMA's conduit system or rights-of-way, AT&T OKLAHOMA shall send a written notice to CLEC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to AT&T OKLAHOMA, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to AT&T OKLAHOMA for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from AT&T OKLAHOMA poles, conduits or rights-of-way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if CLEC and its predecessors had continuously complied with all applicable AT&T OKLAHOMA licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date CLEC is notified by AT&T OKLAHOMA of the unauthorized attachment or occupancy. CLEC shall also rearrange or remove its unauthorized facilities at AT&T OKLAHOMA's request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to AT&T OKLAHOMA or another entity within 30 days of receiving notice to do so. CLEC shall pay AT&T OKLAHOMA for all costs incurred by AT&T OKLAHOMA in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended license with respect to unauthorized facilities within the specified period of time, AT&T OKLAHOMA shall by written notice advise CLEC to remove its unauthorized facilities within 60 days from the date of notice and CLEC shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T OKLAHOMA may, at AT&T OKLAHOMA's option, remove CLEC's facilities at CLEC's expense.

17.03 Updating of Plant Location Records. CLEC shall furnish AT&T OKLAHOMA, upon request, with such information as may from time to time be necessary for AT&T OKLAHOMA to correct and update AT&T OKLAHOMA's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

(a) CLEC shall give AT&T OKLAHOMA, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of AT&T OKLAHOMA's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.

(b) CLEC shall, if requested by AT&T OKLAHOMA to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.

(c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T OKLAHOMA's manholes (if AT&T OKLAHOMA would itself plug the ducts under the same circumstances) in accordance with the

standards set by AT&T OKLAHOMA for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.

(d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

(e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to AT&T OKLAHOMA that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At AT&T OKLAHOMA's request, CLEC shall remove from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided, however, that CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on AT&T OKLAHOMA's poles, in AT&T OKLAHOMA's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to AT&T OKLAHOMA's poles or any part of AT&T OKLAHOMA's conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. CLEC shall remove its facilities from AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to AT&T OKLAHOMA's poles or the placement of such facilities in AT&T OKLAHOMA's ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from AT&T OKLAHOMA's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.

18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to AT&T OKLAHOMA stating the date on which the removal of its facilities from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to AT&T OKLAHOMA's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

18.06 Notice of AT&T OKLAHOMA's Intent to Remove Facilities. If CLEC fails to remove its facilities from AT&T OKLAHOMA's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, AT&T OKLAHOMA may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:

(a) the date when AT&T OKLAHOMA plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;

(b) AT&T OKLAHOMA's plans with respect to disposition of the facilities removed; and

(c) that CLEC's failure to remove the facilities or make alternative arrangements with AT&T OKLAHOMA for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.07 Removal of Facilities by AT&T OKLAHOMA. If AT&T OKLAHOMA removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse AT&T OKLAHOMA for AT&T OKLAHOMA's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.

18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to AT&T OKLAHOMA when it ceases to use facilities attached to AT&T OKLAHOMA's poles or placed in any part of AT&T OKLAHOMA's conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Application Fees. AT&T OKLAHOMA will charge CLEC an Application Fee for each application requesting access to poles, conduits and rights-of-way, as set forth in the Pricing Schedule.

19.02 Semiannual Attachment and Occupancy Fees. AT&T OKLAHOMA's semiannual fees for attachments to AT&T OKLAHOMA's poles and occupancy of AT&T OKLAHOMA's ducts and conduits are specified in Exhibit I. For all attachments to AT&T OKLAHOMA's poles and occupancy of AT&T OKLAHOMA's ducts and conduits, CLEC agrees to pay AT&T OKLAHOMA semiannual charges as specified in Exhibit I.

19.03 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by AT&T OKLAHOMA, shall be determined in accordance with the schedule of charges set forth in Exhibit I and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC under licenses issued as of the date of billing by AT&T OKLAHOMA, shall be determined in accordance with the schedule of charges set forth in Exhibit I and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.

(a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

(c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.04 Pre-license Survey Fees. With respect to pre-license surveys conducted by AT&T OKLAHOMA pursuant to Section 9.05 of this Appendix, AT&T OKLAHOMA may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the OKLAHOMA Corporation Commission following the filing of AT&T OKLAHOMA of any required study providing cost justification for the imposition of pre-license survey fees.

19.05 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. AT&T OKLAHOMA may recover from CLEC the costs of make-ready work performed by AT&T OKLAHOMA or persons acting on AT&T OKLAHOMA's behalf. AT&T OKLAHOMA will require payment of the full amount in advance, subject to true up of the estimated costs with the actual costs.

19.06 Charges for Work Performed by AT&T OKLAHOMA Employees. Except as otherwise specifically required by applicable commission orders, AT&T OKLAHOMA's charges to CLEC for worked performed by AT&T OKLAHOMA employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over AT&T OKLAHOMA's charges for work performed by AT&T OKLAHOMA employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by AT&T OKLAHOMA to determine hourly rates for AT&T OKLAHOMA employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by AT&T OKLAHOMA to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. AT&T OKLAHOMA may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 21.02 of this Appendix.

(a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, AT&T OKLAHOMA may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by AT&T OKLAHOMA if the work had been performed by contractors, subcontractors, or other persons selected directly by AT&T OKLAHOMA. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on AT&T OKLAHOMA's behalf.

(b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.

(c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to AT&T OKLAHOMA, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing AT&T OKLAHOMA 60 days written notice.

(d) AT&T OKLAHOMA may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

ARTICLE 21: INSURANCE

21.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.

(a) Unless CLEC has provided proof of self-insurance as permitted in Section 21.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name AT&T OKLAHOMA as an

additional insured and shall include provisions requiring the insurer to give AT&T OKLAHOMA notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting AT&T OKLAHOMA's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

(b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by AT&T OKLAHOMA.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on AT&T OKLAHOMA's behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to AT&T OKLAHOMA for any damages resulting from its failure to do so.

(d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 21.02 of this Appendix.

21.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

(a) CLEC shall submit to AT&T OKLAHOMA adequate proof (as determined by AT&T OKLAHOMA) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide AT&T OKLAHOMA with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to AT&T OKLAHOMA.

(b) AT&T OKLAHOMA will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. AT&T OKLAHOMA will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and AT&T OKLAHOMA is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

21.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 21.02, must be in effect before AT&T OKLAHOMA will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.

21.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, AT&T OKLAHOMA may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to AT&T OKLAHOMA to obtain) the required coverage from another source. In the alternative, AT&T OKLAHOMA may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

ARTICLE 22: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

22.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to AT&T OKLAHOMA, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way in this State.

22.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of AT&T OKLAHOMA or any joint user, cause material damage to AT&T OKLAHOMA's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of AT&T OKLAHOMA or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T OKLAHOMA may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the AT&T OKLAHOMA construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

22.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

(a) The notice shall set forth in reasonable detail:

(1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;

(2) the action believed necessary to cure the alleged breach; and

(3) any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 22.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

(c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 23: CONFIDENTIALITY OF INFORMATION

23.01 Information Provided by CLEC to AT&T OKLAHOMA. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to AT&T OKLAHOMA in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about AT&T OKLAHOMA facilities. This article does not limit the use by AT&T OKLAHOMA of aggregate information relating to the occupancy and use of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way by firms other than AT&T OKLAHOMA (that is, information submitted by CLEC and aggregated by AT&T OKLAHOMA in a manner that does not directly or indirectly identify CLEC).

23.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to AT&T OKLAHOMA in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 23.03 to 23.06.

23.03 Permitted Uses of CLEC's Confidential or Proprietary Information. AT&T OKLAHOMA and persons acting on AT&T OKLAHOMA's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to AT&T OKLAHOMA's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and any AT&T OKLAHOMA facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing AT&T OKLAHOMA's3 obligations under this Appendix and similar agreements with third parties; (d) performing AT&T OKLAHOMA's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for AT&T OKLAHOMA's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining AT&T OKLAHOMA's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

23.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to AT&T OKLAHOMA's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

23.05 Defense of Claims. In the event of a dispute between AT&T OKLAHOMA and any person or entity, including CLEC, concerning AT&T OKLAHOMA's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T OKLAHOMA may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T OKLAHOMA shall not disclose CLEC's Proprietary or Confidential Information without first, at AT&T OKLAHOMA's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or

nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

23.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T OKLAHOMA from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T OKLAHOMA shall not disclose CLEC's proprietary or confidential information without first, at AT&T OKLAHOMA's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

23.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA
SOUTHWESTERN BELL TELEPHONE COMPANY
BY AT&T TELECOMMUNICATIONS, INC., ITS AUTHORIZED AGENT

By: _____
Signature of AT&T OKLAHOMA's Authorized Officer/Employee:

_____
Name of AT&T OKLAHOMA's Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of AT&T OKLAHOMA's Authorized Officer/Employee

_____
Date

CLEC

By: _____
Signature of CLEC's Authorized Officer/Employee

_____
Name of CLEC's Authorized Officer/Employee (Printed or Typed)

_____
Title of CLEC's Authorized Officer/Employee

_____
Date

EXHIBIT I
POLE AND CONDUIT ATTACHMENT RATES

AT&T OKLAHOMA may charge reasonable, cost based ancillary fees to recover administrative costs incurred in processing CLEC's request for pole attachments and conduit space pursuant to SEC. 224 of the Telecommunications Act of 1996. The pole and conduit rates will be calculated using the FCC Rate formula on an annual basis as described in *47 C.F.R. 1.14.* These rates will be communicated to CLEC no later than November 1st for the succeeding year.

EXHIBIT II
IDENTIFICATION OF APPLICANT (OKLAHOMA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: CLEC.

Applicant's principal place of business is located in the State of state.

Applicant does business under the following assumed names:

_____

Applicant is:

[ ] a corporation organized under the laws of the State of _____, charter no. _____;

[ ] a partnership organized under the laws of the State of _____; or

[ ] another entity, as follows:

_____.

Applicant represents that Applicant is:

[ ] (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);

[ ] (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

[ ] (3) a person or entity which is neither (1) nor (2) above, as follows:

EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (OKLAHOMA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by AT&T OKLAHOMA to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by AT&T OKLAHOMA to CLEC and others.

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

EXHIBIT IV
INSURANCE REQUIREMENTS (OKLAHOMA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of $100,000 for bodily injury-each accident, $100,000 for bodily injury by disease-each employee, and $500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect AT&T OKLAHOMA from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to AT&T OKLAHOMA. AT&T OKLAHOMA shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with AT&T OKLAHOMA added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

    1) Personal Injury and Advertising Injury coverage.

    2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

    3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.

    4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

    5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

    6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.

    7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: $2,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

Sublimit for personal injury and advertising: $1,000,000.

Products/Operations Aggregate Limit: $1,000,000.

Each occurrence sublimit for Products/Operations: $1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding AT&T OKLAHOMA as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting AT&T OKLAHOMA from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of AT&T OKLAHOMA.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to AT&T OKLAHOMA, must be received by AT&T OKLAHOMA prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate AT&T OKLAHOMA as an Additional Insured.

c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet AT&T OKLAHOMA's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet AT&T OKLAHOMA's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be: Make

AT&T OKLAHOMA
Attention: Structure Access Manager
5305 E 71st St
Floor 1
Tulsa, OK 74136
(918) 596-6873

f) Failure to object to any coverage described in a certificate shall not constitute written permission from AT&T OKLAHOMA to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by AT&T OKLAHOMA of any rights under the Agreement.

10) Rating of Insurers. AT&T OKLAHOMA requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

EXHIBIT V
NONDISCLOSURE AGREEMENT (OKLAHOMA)

Nondisclosure Agreement (AT&T OKLAHOMA Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ___ day of _____, 20__, has been entered into by and between Southwestern Bell Telephone, L.P. ("AT&T OKLAHOMA"), a Texas corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by AT&T OKLAHOMA. The parties stipulate and agree as follows:

1) AT&T OKLAHOMA maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which AT&T OKLAHOMA owns or controls. AT&T OKLAHOMA represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which AT&T OKLAHOMA intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including AT&T OKLAHOMA's competitors.

2) AT&T OKLAHOMA has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA, or, if an individual, that he or she is acting on behalf of _____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to AT&T OKLAHOMA's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.

4) AT&T OKLAHOMA agrees that permitted uses of records and information concerning AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by AT&T OKLAHOMA not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to AT&T OKLAHOMA's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to AT&T OKLAHOMA a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without AT&T OKLAHOMA's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of AT&T OKLAHOMA's records relating to poles, ducts, conduits, or rights-of-way.

Recipient further agrees that Recipient will not conceal, alter, or destroy any AT&T OKLAHOMA records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by AT&T OKLAHOMA to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of AT&T OKLAHOMA's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (AT&T OKLAHOMA POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by AT&T OKLAHOMA (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by AT&T OKLAHOMA and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify AT&T OKLAHOMA in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, AT&T OKLAHOMA may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that AT&T OKLAHOMA's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to AT&T OKLAHOMA. In the event of any breach of this Agreement for which legal or equitable relief is sought, AT&T OKLAHOMA shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by AT&T OKLAHOMA in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Oklahoma.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

_____ Recipient (Print or Type Name)	Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma by AT&T Operations, Inc., its authorized agent
By _____ Signature of Recipient or Representative	By _____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Address	_____ Address
_____ City, State, and Zip Code	_____ City, State, and Zip Code
_____ Phone	_____ Phone
_____ Date	_____ Date

EXHIBIT VI
NOTICES TO CLEC
(OKLAHOMA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached. Notices to be sent to the CLEC include, but are not limited to, notices under the following provisions of the Master Agreement.

4.03(a)	No Effect on AT&T OKLAHOMA's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way.
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.05(a)	Make-Ready Work
17.02 (b)	Removal of Untagged or Unauthorized Facilities
17.02 (c)	Removal of Untagged or Unauthorized Facilities
17.02 (d)	Removal of Untagged or Unauthorized Facilities
18.06	Notice of AT&T OKLAHOMA's Intent to Remove Facilities
21.04	Failure to Obtain or Maintain Coverage
22.02	Limitation, Termination, or Refusal of Access Due to Certain Material Breaches

EXHIBIT VII
NOTICES TO AT&T OKLAHOMA
(OKLAHOMA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Structure Access Manager). Except as otherwise stated in this Exhibit, all notices to AT&T OKLAHOMA shall be given to the Structure Access Manager designated in EXHIBIT VIII of the Master Agreement. The Structure Access Manager is generally responsible for coordinating applications for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the Structure Access Manager shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the Structure Access Manager include, but are not limited to, notices under the following provisions of the Master Agreement.

7.01	Notification of Designation of Primary Point of Contact
7.03(a)	Notification of intent to review records
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.05(e)	Notification Regarding Make-Ready Work
12.03(d)	Notification of placing J-hook on non-licensed pole
12.04	Notification of occupation of maintenance duct for short-term use
12.06	Notification of CLEC's maintenance contact
13.01	Notification of planned modifications
14.02(c)	Notification of CLEC's desire to add to or modify its existing attachment
15.02(b)	Notification of occupation of maintenance duct for short-term emergency use
15.03	Notification of emergency repair coordinators
16.01	Notification that facilities have been brought into compliance
17.02(c)	Disclaimer of ownership or responsibility for untagged facilities
18.01(a)	Notice of intent to remove facilities
18.01(e)	Notice of intent to terminate license
18.06	Notification of AT&T OKLAHOMA's intent to remove CLEC's facilities
20.01(c)	Notification of change of bond
24.01	Notification of termination
24.03	Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to AT&T OKLAHOMA's Local Service Center (LSC) at 1-888-344-9101 instead of the Structure Access Manager.

6.05(a)	Notifications relating to electrical interference
6.09(h)	Notifications of unsafe conditions
6.11(a)	Notification of manhole entry
6.13(c)	Notification of environmental contaminants

10.02(b) Notification of materials required for self-provisioning of inner duct

15.04 Notification of conditions requiring emergency repair

15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)

15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The Structure Access Manager, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to AT&T OKLAHOMA concerning notice requirements should be directed to the Structure Access Manager. The Structure Acess Manager is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by AT&T OKLAHOMA from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (OKLAHOMA)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Oklahoma is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Title: Structure Access Manager

Firm: AT&T OKLAHOMA

Address: 5305 E 71st

City/State/Zip: Tulsa, OK 74136

Telephone Number: (918) 596-6873

Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY POLE ATTACHMENTS SURVEY

Page _____ Of _____

FIRM'S NAME: _____

AGREEMENT NO: _____ **TYPE:** _____

APPLICATION NO: _____ **Wire Center** _____ **(CATV, Telecom, Other)**

Item #	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Req'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
	TOTAL								

Number of Cables _____

Weight/per ft. and Size/ O.D. _____

Number and Types of Strands _____

Other Notes: _____

SIGNED: _____ **DATE:** _____

SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____

Applicant's Representative **TIME:** _____

☐ **Official File Copy, If Checked in Red**

SW-9433

Southwestern Bell Telephone

Access Application and Make Ready Authorization

(Request for Access to Poles, Ducts, Conduit)

Name of Applicant _____

Agreement No. _____

Application No. _____

Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

_____ **SWBT Poles** _____ **Feet SWBT Whole Duct** _____ **Feet SWBT Innerduct**

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date _____ Assignment Expiration Date _____

Applicant's Estimated Construction Start Date: _____

Applicant's Estimated Construction Completion Date: _____

Authorized by Applicant: _____ _____

Signature Title

Date: _____

Make-Ready Work

Estimated Costs	Hours		Rate	Total
Constr. Labor	_____	X $	_____	$ _____
Material	xxx	X $	xxx	$ _____
Engr. Design	_____	X $	_____	$ _____
TOTAL				$ _____

Estimated SWBT Completion Date _____

☐ No Make-Ready Work Required.

☐ Make-Ready Work will be completed by applicant's authorized contractor.

☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

_____ Date _____

Applicant's Signature Title

LICENSE NO. _____ Authorized by SWBT: _____

Signature Title

DATE: _____

☐Official File Copy, If Checked in Red SW-9434

Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY CONDUIT SURVEY

FIRM'S NAME: _____

AGREEMENT NO: _____ **TYPE:** _____

APPLICATION NO: _____ **Wire Center** _____ **(CATV, Telecom, Other)**

Item #	Oper. #	Record #	Manhole #	Street Address	Distance to Next Manhole (Ctr to Ctr)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL					0			

Number of Cables _____

Size of Cable (O.D. Inches) _____

Splice Information Manhole # _____ **Details** _____

Splice Information Manhole # _____ **Details** _____

Slack Loop Information Manhole # _____ **Details** _____

Slack Loop Information Manhole # _____ **Details** _____

SIGNED: _____ **DATE:** _____

SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____

Applicant's Representative **TIME:** _____

☐ Official File Copy, If Checked in Red

SW-9435

Southwestern Bell Telephone

SW-9436A
(Rev. 5-89)
Ref: 002-011-900SW

NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

Page _____ of _____

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, _____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE. NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received: _____
Date Modification Accepted: _____
By: _____

Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

_____
Name of Licensee

By: _____

Title: _____

☐ Official File Copy, If Checked in Red

Southwestern Bell Telephone

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement #: _____

_____
(Applicant)

_____
(Address)

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, _____ notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, _____) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC./TAGS RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

SWBT

Date Notification Received: _____

Date Modification Accepted: _____

By: _____

Discontinued: _____

Total Duct Footage: _____

_____
(Applicant)

By: _____
(Name of Authorized Agent)

Title: _____
(Title of Authorized Agent)

☐ Official File Copy If Checked in Red

SW-9436B
(Rev. 6-96)

Southwestern Bell Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, _____,) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SKETCH OF UNAUTHORIZED ATTACHMENTS ATTACHED ☐

Date Notification Sent: _____

_____
Name of Applicant

By: _____

Title: _____

Ref: SW002-011-900

SW-9436C
(Rev. 6-96)

ATTACHMENT 14: PERMANENT NUMBER PORTABILITY

1. PROVISION OF LOCAL NUMBER PORTABILITY

1.1 AT&T OKLAHOMA and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

2. LOCATION ROUTING NUMBER - PERMANENT NUMBER PORTABILITY (LRN-PNP)

2.1 AT&T OKLAHOMA and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings and NANC (North American Numbering Council) guidelines.

2.2 Requirements for LRN-PNP

2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2.2 LRN-PNP employs an "N-1" Query Methodology.

2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party originating the call shall be responsible to query an LRN-PNP database or to pay for another Party to query this database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party originating the call shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, AT&T OKLAHOMA may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that AT&T OKLAHOMA'S queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T OKLAHOMA provides its own customers and end-users.

2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.

2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

AT&T OKLAHOMA and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective

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procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

2.4 Ordering

2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

2.4.2 Both Parties agree to provide a Firm Order Confirmation (FOC) within Industry defined time frames when an LSR is sent to one Party by the other Party

2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

3. REQUIREMENTS FOR PNP

3.1 Cut-Over Process

3.1.1 AT&T OKLAHOMA and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both AT&T OKLAHOMA and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

3.1.2 AT&T OKLAHOMA and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T OKLAHOMA and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).

3.1.3 If a Party, by its own error, disconnects the end user, that Party may not assess fees on the other Party or assess a charge to the end user to reconnect service.

3.1.4 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.

3.1.5 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T OKLAHOMA and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and AT&T OKLAHOMA recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is remove

3.1.6 The Party from whom a number is porting will set the 10-digit trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

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3.2 Obligations of Parties

3.2.1 When CLEC requests that an NXX in an LRN capable AT&T OKLAHOMA switch become portable, the Parties shall follow the industry standard LERG procedure.

3.2.2 The Parties shall adhere to AT&T OKLAHOMA Local Service Request (LSR) format and PNP due date intervals.

3.3 If Integrated Services Digital Network User Part (ISUP) signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.])

3.4 Limitations of Service

3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term “Official Communications Service (OCS)” means the internal telephone numbers used by AT&T OKLAHOMA or CLEC.

3.4.2 Telephone numbers can be ported as a basic network offering only within AT&T OKLAHOMA rate centers as approved by the State Commission. "Porting within rate centers" refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving tariffed FX service from his new service provider or by the use of a Tariffed "Remote Call Forwarding" offering from his new service provider. The term "FX" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" in the Compensation attachment which refers number assignments and moves outside of a mandatory local calling area.

3.5 Mass Calling

3.5.1 Both AT&T OKLAHOMA and CLEC are required to offer number portability of telephone numbers with “choke” (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

3.5.2 AT&T OKLAHOMA will provide mass calling code portability using a non-LRN solution as specified below.

3.5.3 Service Provided

3.5.3.1 AT&T OKLAHOMA will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the AT&T OKLAHOMA mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T OKLAHOMA mass calling tandem mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T OKLAHOMA choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

3.5.3.2 When a CLEC requests that a AT&T OKLAHOMA number with a mass calling NXX code be ported to its network, AT&T OKLAHOMA will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

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3.5.3.3 AT&T OKLAHOMA will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, AT&T OKLAHOMA shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.5.4 Intentionally Omitted.

3.5.5 Obligations of CLEC

3.5.5.1 CLEC shall agree to adhere to AT&T OKLAHOMA LSR format and mass calling due date intervals.

3.5.5.2 The CLEC shall provide the facility and DID trunk group from the AT&T OKLAHOMA CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

3.5.5.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

3.5.6 CLEC Mass Calling Codes

3.5.6.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a AT&T OKLAHOMA mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from AT&T OKLAHOMA tandem and/or mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide AT&T OKLAHOMA notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

3.5.6.2 MF and SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where AT&T OKLAHOMA and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility

3.6 Intentionally Left Blank.

3.7 Porting of DID Block Numbers

3.7.1 AT&T OKLAHOMA and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 AT&T OKLAHOMA and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) AT&T OKLAHOMA should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that AT&T OKLAHOMA should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4. PRICING

4.1 The Parties agree that FCC approved rates for Service Provider Number Portability (SPNP) are found in FCC No. 73 Access Services Tariff – Section 34. These rates define terms under which SPNP Query Service, SPNP Query Service-Database, and Basic SPNP Service are offered.

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4.2 When a CLEC orders Coordinated Hot Cut (CHC) service, AT&T OKLAHOMA shall charge and the CLEC agrees to pay for service at the "additional time and material" rates set forth in Appendix Pricing UNE Schedule of Prices.

4.2.1 Coordinated Hot Cut (CHC) is an option service that permits the CLEC to request AT&T OKLAHOMA to hold translations in the donor switch until the CLEC gives verbal instruction to implement the porting.

4.3 Reference CHC Attachment 29 for additional information

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ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Attachment 15: E911 sets forth the terms and conditions under which AT&T OKLAHOMA will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1. DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

1.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

1.3 "Automatic Number Identification" (ANI) or "Calling Party Number" (CPN) allows for identification of the telephone number that originates a call. In some instances, the station number of the calling party is not identified using ANI or CPN, in these instances the Calling Party will be identified by using a billing telephone number.

1.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the end user. The Company Identifier is maintained by NENA in a nationally accessible database.

1.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

1.6 E911 Customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.

1.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

1.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

1.9 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

1.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

1.11 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.12 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

1.13 ALI Database - A database which stores information associated with end user customers' telephone numbers.

1.14 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

2. AT&T OKLAHOMA RESPONSIBILTIES

2.1 AT&T OKLAHOMA will provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when AT&T OKLAHOMA is the 911 Service Provider. AT&T OKLAHOMA shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and AT&T OKLAHOMA is the 911 Service Provider. This shall include the following:

2.2 Call Routing

2.2.1 AT&T OKLAHOMA will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

2.2.2 AT&T OKLAHOMA will forward the calling party number (ANI) it receives from CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T OKLAHOMA will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T OKLAHOMA will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

2.3 Facilities and Trunking

2.3.1 AT&T OKLAHOMA shall provide and maintain sufficient dedicated E911 trunks from the AT&T OKLAHOMA SR to the PSAP of the E911 Customer, according to provisions of the Oklahoma Corporation Commission, and documented specifications of the E911 Customer.

2.3.2 AT&T OKLAHOMA will provide facilities to interconnect the CLEC, as specified in the State Access Tariff. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.

2.3.3 Upon written request by CLEC, AT&T OKLAHOMA shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

2.3.4 AT&T OKLAHOMA and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T OKLAHOMA SR(s) in accordance with industry standards.

2.4 Database

2.4.1 Where AT&T OKLAHOMA manages the E911 database, AT&T OKLAHOMA shall store the CLEC's end user 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's end users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing end user 911 Records and updating this information.

2.4.2 AT&T OKLAHOMA shall coordinate access to the AT&T OKLAHOMA E911 DBMS for the initial loading and updating of CLEC end user 911 Records.

2.4.3 AT&T OKLAHOMA ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

2.4.4 AT&T OKLAHOMA will update CLEC's end user 911 Records in the E911 DBMS, at no charge to CLEC, if CLEC uses AT&T's E911 Gateway to maintain the CLEC's end user records. AT&T OKLAHOMA will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

2.4.5 Where AT&T OKLAHOMA manages the DBMS, AT&T OKLAHOMA shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider.

2.4.6 Where AT&T OKLAHOMA manages the DBMS, AT&T OKLAHOMA shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3. CLEC RESPONSIBILITIES

3.1 Call Routing

3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T OKLAHOMA SR office of the E911 system, where AT&T OKLAHOMA is the 911 Service Provider.

3.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T OKLAHOMA 911 Selective Router.

3.2 Facilities and Trunking

3.2.1 CLEC shall provide interconnection at each appropriate AT&T OKLAHOMA 911 Selective Router that serves each exchange area in which CLEC is authorized to and will provide telephone exchange service.

3.2.2 CLEC acknowledges that its end users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.

3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each AT&T OKLAHOMA 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AT&T OKLAHOMA SR.

3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AT&T OKLAHOMA 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T OKLAHOMA 911 SR.

3.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from AT&T OKLAHOMA.

3.2.9 CLEC will cooperate with AT&T OKLAHOMA to promptly test all 911 trunks and facilities between CLEC's network and the AT&T OKLAHOMA 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AT&T OKLAHOMA will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising AT&T OKLAHOMA of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T OKLAHOMA of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T OKLAHOMA will refer network trouble to CLEC if no defect is found in AT&T Oklahoma's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.3 Database

3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's end user 911 Records to AT&T OKLAHOMA for inclusion in AT&T OKLAHOMA's DBMS on a timely basis. AT&T OKLAHOMA and CLEC shall arrange for the automated input and periodic updating of CLEC's end user 911 Records.

3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's end user 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

3.3.3 CLEC shall adopt use of a Company ID on all CLEC end user 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

3.3.4 CLEC is responsible for providing AT&T OKLAHOMA updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T OKLAHOMA 911 DBMS.

3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

3.4.1 CLEC is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

4. INTENTIONALLY LEFT BLANK

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated AT&T OKLAHOMA 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T OKLAHOMA and CLEC. These specifications shall be documented in Addendum I, LSP Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Addendum I and submit it to AT&T OKLAHOMA not later than forty-five (45) days prior to the passing of live

traffic. AT&T OKLAHOMA shall complete its portion of Addendum I and return Addendum I to CLEC not later than thirty (30) days prior to the passing of live traffic.

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

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Addendum when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval of each additional Addendum I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Addendum I in accordance with Section 7.2.

7.5 The Parties designate the following representatives who shall have the authority to execute additional Exhibits 1 to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of 911 trunks:

AT&T OKLAHOMA representative:

911 Account Manager
4 Bell Plaza, 21st Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

8. BASIS OF COMPENSATION

8.1 Compensation to AT&T OKLAHOMA for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Exhibit II, Basis Of Compensation, and applied as specified in Exhibit I.

8.2 Charges will begin on the date connection to E911 service commences.

9. MONTHLY BILLING

9.1 AT&T OKLAHOMA will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 7 above. Payment will be made in accordance with the General Terms and Conditions of this Agreement, including Section 3: Assurance of Payment, Section 9: Payment of Rates and Charges and Section 13: Dispute Resolution including the provisions governing resolution of billing disputes.

10. LIABILITY

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

Exhibit I to Attachment 15: E911

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	**CLEC "OCN"**	**9-1-1 Intercon. Addr.**	**Switch Type**	**CLEC NPA/NXX(s) Included**
				NPA Code(s):
E9-1-1 Manager			**CLLI Code**	
	CLEC Telco ID			
			Trunk ACTL CLLI	**Estimated # of EAAs**
9-1-1 Database Manager	**CLEC Service Area Description:**		**"Connect Signal" Digits**	
	Rate Center(s):		1 - 1	**# 9-1-1 Trunks Requested**
Switch Site Contact			**"Default" PSAP / ESN**	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE					
E9-1-1 CONTROL OFFICE:		**RATE CENTER(s) FOR MSAG PULL** [1]	**PSAPs INCLUDED**	**E9-1-1 CUSTOMER and AGENCY TYPE** (see legend below)	
CLLI Code:					
		Rate Center(s):			
E9-1-1 Features Required:	ANI/ALI/SR				
# of 9-1-1 Trunks for LSP:					
MSAG Update Interval:	Monthly				
ALI Database Provider:					
ACCOUNT MANAGER:					
LOG NUMBER					
FOOTNOTES: (1)	Mechanized copy of MSAG is provided when SBC is the ALI database provider.				
(2)					
(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP				
	are included. PSAP's jurisdiction may include areas within other telco exchanges.				
"TYPE of AGENCY" LEGEND:				**Prepared by:**	
HRC = Home Rule City					
ECD = Emergency Communications District					voice
COG = Council of Governments or Regional Planning Commission					fax
(blank) = (blank space for use as needed to define another agency type)					email
STATUS of EXHIBIT:				**Date Prepared**	

EXHIBIT II - BASIS OF COMPENSATION

This Exhibit II is attached to and made a part of Attachment 15: E911.

A. The following trunk charges will be paid to AT&T OKLAHOMA for each E911 control office to which CLEC connects.

Trunk Charge	Monthly Recurring	Nonrecurring
Channel (Each)	$33.22 per trunk	$110.00 per trunk

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1. PROTECTION OF SERVICE AND PROPERTY

1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, AT&T OKLAHOMA agrees to take the following reasonable and prudent steps, including but not limited to:

1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent AT&T OKLAHOMA provides this protection to its own facilities. AT&T OKLAHOMA will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by AT&T OKLAHOMA.

1.3 AT&T OKLAHOMA will follow mutually agreed upon notification procedures in the event it becomes necessary for a AT&T OKLAHOMA employee to enter into the exclusive CLEC collocated space except in an emergency situation in which AT&T OKLAHOMA will immediately have the ability to enter into CLEC's collocated space, if necessary. If AT&T OKLAHOMA enters CLEC's space without first notifying CLEC, it will notify the CLEC as soon as possible thereafter.

1.4 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.

1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC's equipment or equipment enclosures after such time as AT&T OKLAHOMA has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.

1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as AT&T OKLAHOMA provides to itself.

1.8 Limiting the keys used in AT&T OKLAHOMA's keying systems for cages which contain or house CLEC's equipment or equipment enclosures to AT&T's employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. AT&T OKLAHOMA will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by AT&T OKLAHOMA.

1.9 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.

1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

1.11 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which AT&T OKLAHOMA is aware.

1.12 CLEC and AT&T OKLAHOMA further agree to:

1.12.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.

1.12.2 Installing Controls:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and,
- to databases to ensure both ongoing operational and update integrity.

1.12.3 Logical Security

- assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
- agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

2. REVENUE PROTECTION

2.1 AT&T OKLAHOMA will make available to CLEC to the extent that AT&T OKLAHOMA provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.

2.2 AT&T OKLAHOMA will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

2.3 AT&T OKLAHOMA will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3. LAW ENFORCEMENT INTERFACE

3.1 AT&T OKLAHOMA will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. AT&T OKLAHOMA will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. AT&T OKLAHOMA will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17: PERFORMANCE MEASUREMENTS

This Attachment 17: Performance Measurements sets forth the terms and conditions under which AT&T OKLAHOMA will report performance to CLEC and compare that performance to AT&T OKLAHOMA's own performance or benchmark criteria, whichever is applicable.[1] Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan).

1. AT&T OKLAHOMA agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 2. AT&T OKLAHOMA will collect, analyze, and report performance data for these measures in accordance with AT&T OKLAHOMA's Performance Measurement Business Rules, as approved by the Oklahoma Corporation Commission (the "Commission"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.

2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both AT&T OKLAHOMA (or its affiliate purchasing the same service from AT&T under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan.

3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with AT&T OKLAHOMA, other CLECs, and Commission representatives.

3.1 As provided in the Performance Remedy Plan, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by AT&T OKLAHOMA and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until memorialized in an amendment to the Performance Remedy Plan. Except as otherwise provided in the Performance Remedy Plan, neither Party shall have a right to seek Oklahoma Corporation Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.

3.2 CLEC and AT&T OKLAHOMA will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T OKLAHOMA will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T OKLAHOMA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, AT&T OKLAHOMA shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.

4. GENERAL ASSESSMENTS PAYABLE TO THE OKLAHOMA STATE TREASURY:

4.1 If AT&T OKLAHOMA fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:

[1] Identification of specific network elements by name in this Attachment, including all Appendices hereto, shall not be interpreted to require AT&T OKLAHOMA to continue to measure, report or credit remedies with respect to its performance in provisioning any such elements once such elements are no longer required to be provided on an unbundled basis under Section 251 of the Act or the Parties' Agreement.

If no reports are filed, $5,000 per day past the last business day of the month;
If incomplete reports are filed, $1,000 per day for each measurement affected by missing performance results, subject to a maximum of $5,000.

4.2 If AT&T OKLAHOMA alters previously reported data to a CLEC, and after discussions with AT&T OKLAHOMA the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. REPORTS

5.1 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and AT&T OKLAHOMA'S state aggregate data.

5.2 In the event AT&T OKLAHOMA misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, AT&T OKLAHOMA shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of AT&T OKLAHOMA processes, to the extent appropriate.

5.3 AT&T OKLAHOMA will not levy a separate charge for provision of the data to CLEC called for under this Attachment. AT&T OKLAHOMA will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. Attached hereto, and incorporated herein by reference, is the following Appendix:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System. For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System. AT&T will provide raw data to CLECs in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
∑(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received)/Total number of loop qualifications	By CLEC, All CLECs and AT&T or its affiliates (or AT&T acting on behalf of its affiliate) by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement
Percent Responses Received within "X" seconds – OSS Interfaces
Definition:
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.
Exclusions:
None
Business Rules:
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the AT&T Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the AT&T Pre-Order Adapter and stops at the date/time the AT&T Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website. For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the AT&T Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from AT&T Pre-Order Adapter and the end time is when the message is sent to the CLEC. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate), by interface, by state.

Disaggregations and Benchmark:

Overall transactions returned within required interval. Benchmark 95%
Does not include Protocol Translation times as noted below.

No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)

All measurements below will be reported on a diagnostic basis.

Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions) Telephone Number Assignment – Specific Inquiry	95% in <= 10 seconds 95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds

Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 second
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 second Diagnostic

4 Measurement	
OSS Defects Per Million Opportunities (DPMO)	
Definition:	
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability	
Exclusions:	
• Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with AT&T Southwest's change management process • Undetected Interface outages reported by a CLEC that were not reported to AT&T Southwest's designated trouble reporting center within 5 business days	
Business Rules:	
The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which AT&T Southwest plans to offer and support CLEC access to AT&T Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the AT&T Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions). AT&T will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. AT&T Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
• Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • AT&T Southwest RAF (by CLEC) = 5000 DPMO • AT&T Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic (Critical Z does not apply)	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
For LSRs • Rejected (manual and electronic) LSRs. • AT&T only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders For ASRs • All LSRs • Access Orders purchased from AT&T tariffs • Rejected (manual and electronic) ASRs • AT&T Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed. All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex. A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked. The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	

1. Electronic/Electronic LSRs	1. Electronic – Electronic 95% within 45 minutes
2. Manual Intervention LSRs	2. 95% within
A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS	A. 5 Hours
B. Mechanized UNE xDSL Capable Loop (1-20)	B. 6 Hours
C. Mechanized UNE xDSL Capable Loop (>20)	C. 14 Hours
D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)	D. 24 Hours
E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)	E. 48 Hours
F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects	F. Negotiated interval
3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	3. 95% within A. 7 business days B. 5 business days C. 1 business day D. Negotiated Interval (Critical Z does not apply)

7.1 Measurement	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and AT&T Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)	
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR	
Definition:	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
Exclusions:	
For manual rejects received electronically only, rejects of LSRs received through manual process.	
Business Rules:	
Mechanized Rejects The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time. Manual Rejects Received Electronically The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m. The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized rejects returned within 1 hour ÷ total rejects) * 100 (# electronic manual rejects returned within 6 hours of receipt of LSR÷ total electronic manual rejects) * 100	Reported for CLEC and all CLECs and AT&T affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:	
Percentage of Orders that receive AT&T-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which AT&T notifies the CLEC that an order is in jeopardy of meeting the due date, due to AT&T cause.	
Exclusions:	
N and D service orders	
Business Rules:	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where AT&T identifies the potential for not meeting the scheduled due date (LOF or additional information). Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.	
Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other AT&T caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, AT&T Local Responses, Local Response Jeopardy, RCODE – Reason Code.)	Diagnostic

11.2 Measurement:
Average AT&T-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time AT&T issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed). Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
• N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that AT&T issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)
- Facilities Jeopardies

POTS (includes the following):

- 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)
- 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)
- 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access
- UNE Platform – POTS

UNE SPECIALS or Designed Services (includes the following):

- BRI Loop with Test Access
- ISDN BRI Port
- DS1 Loop with Test Access
- DS1 Dedicated Transport
- Subtending Channel (23B)
- Subtending Channel (1D)
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- DS3 Dedicated Transport
- Dark Fiber
- DSL Loops – Line Sharing
- DSL Loops – Non-Line Sharing
- DSL Loops - Line Splitting
- UNE-Platform-Specials

Other AT&T Caused

- Other AT&T caused Jeopardies
- CLEC/EU caused Jeopardies

Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and AT&T affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other AT&T caused – 1 day Diagnostic only	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
• Cancelled Orders • Rejected orders due to CLEC caused errors	
Business Rules:	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. AT&T commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer. AT&T Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
• Flow Through • Non-Flow Through Note: AT&T will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.	95%

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12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
• Where CLEC accesses AT&T's systems using a Service Bureau Provider, the measurement of AT&T's performance shall not include Service Bureau Provider processing, availability or response time. • CLEC-caused misses and delays	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day. This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and AT&T Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through AT&T ordering systems without manual intervention.	
Exclusions:	
• Excludes rejected orders • Manually received orders	
Business Rules:	
The number of eligible orders that flow through AT&T's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by AT&T and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and AT&T and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through AT&T's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
• LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error	
Business Rules:	
The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which AT&T returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include: • LSRs for which AT&T returns a manually generated reject, order confirmation, or jeopardy notification, • LSRs for which AT&T internal service orders are not electronically generated or as to which any manual entry is made on associated AT&T internal service orders, • LSRs with any associated service orders that do not distribute out of AT&T's SORD system without fall out or manual processing, • LSRs with any associated service orders that do not update databases without fall out or manual processing, • LSRs which result in any manual AIN trigger setting or manual switch translation work, • LSRs with any associated service orders that do not successfully post to each AT&T back end billing systems without fall out or manual processing including error resolution.	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, AT&T and AT&T Affiliates by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2 New Measurement	
Billing Completion Notices	
Definition:	
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.	
Exclusions:	
• Access Service Orders billed through CABS • Interconnection Trunk Orders • T-Orders when dual service is involved • Weekends and Holidays	
Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By AT&T LSC	Parity with AT&T RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the AT&T region.	
Exclusions:	
• Weekends • Holidays • Outside normal business hours	
Business Rules:	
The clock starts when a call enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the AT&T representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and AT&T Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
• Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	• Parity with AT&T CSB • 90% within 20 seconds (Critical Z does not Apply) • 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
POTS/UNE-P/Specials/UNEs/LNP Loops/LNP Standalone Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by AT&T. Interconnection Trunks Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T.
Exclusions:
• Excludes customer caused misses (e.g., customer not ready, construction not complete). • Excludes all orders except N, T, and C orders. • Excludes Weekends and Holidays. • Excludes circuits requested for less than the standard offered interval unless agreed to by AT&T • NPAC caused delays unless caused by AT&T (LNP only)
Business Rules:
POTS/UNE-P The clock starts on the Application Date, which is the day that AT&T receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that AT&T personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level. Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by AT&T. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the AT&T agreed to due date will be substituted for the customer requested due date and included in this measure. Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by AT&T. AT&T will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders). Specials The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date.

This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by AT&T. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that AT&T personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.

>30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

AT&T will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.)

Calculation:	Report Structure:
POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100 LNP Loops/LNP Standalone - (Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100 Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is	Reported for CLEC, all CLECs and AT&T by state.

greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T ÷ total trunk circuits completed) * 100	
Disaggregations and Benchmarks:	
POTS 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc 2. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc 3. UNE-P -Field Work (FW) 4. UNE -P - No Field Work (NFW) 5. 8.0dB Loops (standalone and loop with LNP) Resale Specials/UNE 6. DS0 (DDS, VGPL, 5 db loops, switch ports) 7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 8. ISDN & BRI (resale, loops and ports) 9. DSL and Line Splitting 10. Line Sharing and IDSL 11. EELS – DSO 12. EELS – DS1 13. Interconnection trunks 14. LNP only: NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) 2. Resale POTS parity between No Field Work compared to AT&T Retail No Field Work (N, T, C order types). 3. UNE-P Parity between Field Work compared to AT&T Retail Field Work (N, T, C order types) 4. UNE-P Parity between No Field Work compared to AT&T Retail No Field Work. (N, T, C order types). 5. 95% Resale Specials and UNEs 6. 95% 7. 95% in five days (Critical Z does not apply) 8. 95% 9. 95% 10. 95% 11. 90%(5 days), 92% in 6 months, 95% in a year 12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply) 13. 95% 14. 96.5%

30. Measurement (PM 30 Combined with PM 60)	
Percent AT&T Missed Due Dates Due To Lack of Facilities	
Definition:	
POTS/UNE-P/Specials/8.0 dB Loops Percent N, T, and C orders with missed committed due dates due to lack of facilities. UNEs Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
Exclusions:	
• Excludes orders that are not N, T, or C. • Interconnection Trunks.	
Business Rules:	
POTS/UNE-P – The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity. UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code. Specials – The Due Date starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code. UNEs/EELS – Any completion date that is greater than the due date with a AT&T lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and AT&T Retail for POTS. By state.
Disaggregations and Benchmarks:	

1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types)
2. UNE-P - Field Work (FW)	2. UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
Resale Specials/UNEs: 4. DS0 (DDS, VGPL, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply) 6. 5%
6. ISDN & BRI (resale, loops, and ports)	7. 5%
7. DSL and Line Splitting	8. 5%
8. Line Sharing and IDSL	9. 5%
9. EELS – DS0 10. EELS – DS1	10. 8%, 4% in 6 months (Critical Z does not apply)
	Note: Comparisons are used for Diagnostic purposes only.

32. Measurement (PM 32 Combined with PM 62 and PM 74)	
Average Delay Days For AT&T Caused Missed Due Dates.	
Definition:	
POTS/UNE-P/Specials Average calendar days from due date to completion date on company missed orders /circuit. UNEs/EELS Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level). Interconnection Trunks Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T to completion date on company missed interconnection trunk orders.	
Exclusions:	
• Excludes orders that are not N, T, or C. For Specials/UNEs/Interconnection Trunks Only: • Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by AT&T.	
Business Rules:	
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level. Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID. UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by AT&T, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail. Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
Σ(Completion date – orders/committed circuits due date) ÷ (total # of completed orders/posted circuits with a AT&T caused missed due date)	Reported for CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	

POTS 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, C order types).
2. UNE-P Field Work (FW) No Field Work (NFW)	2. UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work. (N, T, C order types).
	3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
3. 8.0dB Loops – FW 8.0dB Loops - NFW	4. 6 days
Resale Specials/UNEs:	5. 6 days (Critical Z does not apply)
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)	
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)	6. 5 days
6. ISDN & BRI (resale, loops and ports)	7. 6 days
7. DSL and Line Splitting	8. 6 days
8. Line Sharing and IDSL	9. 6 days
9. EELS – DS0	10. 6 days (Critical Z does not apply)
10. EELS – DS1	11. Parity with AT&T Interoffice trunking network
11. Interconnection Trunks	

35. Measurement (PM 35 Combined with PM 59 and PM 98)

Percent Trouble Report Within X Days (I-10 / I-30) of Installation

Definition:

Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.

Percentage of UNEs that receive a customer trouble report within "X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.

Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.
- Excludes trouble report received on the due date before service order completion.
- Interconnection Trunks
- Loops without test access - BRI
- Orders that are not N, T, or C.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and AT&T due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by AT&T.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:

POTS/UNE-P

Includes reports received the day after AT&T personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
1. POTS N & T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, and C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, and C order types).
2. UNE-P New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW)	2. UNE-P Parity between Field Work New and Move orders compared to AT&T Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to AT&T Field Work Change orders. Parity between No Field Work New and Move orders compared to AT&T Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to AT&T Retail No Field Work Change orders.
	3. Compared to Retail POTS Business and Retail POTS Residence combined
3. 8.0dB Loop	4. 5%
Specials Resale/UNE	5. 4% (Critical Z does not apply)
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	6. 5% 7. 5%

6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Stand Alone LNP	8. 5% 9. 8%, 5% in 6 months 10. 8%, 5% in 6 months (Critical Z does not apply) 11. Parity with AT&T Retail POTS—No Field Work

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in AT&T's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
• CLEC-caused errors. • NPAC-caused errors unless caused by AT&T. • Stand Alone LNP Orders with more than 500 number activations.	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in AT&T's LSMS. The End time is when the Provisioning event is successfully completed in AT&T's network as reflected in AT&T's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
• None	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
• Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. • CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. • Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. • Excludes BRI loops without test access • Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. • Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. • UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date	
Business Rules:	
POTS/UNE-P CLEC and AT&T repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post. UNEs/EELS Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	

1. POTS Business class of service Residence class of service	1. POTS- Parity with AT&T retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
Specials Resale/UNE	4. 5%
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • No Access and delayed maintenance for UNE loops. • Specials and Interconnection Trunks • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)	
Business Rules:	
POTS/UNE-P The commitment date and time is established when the repair report is received. The cleared time is the date and time that AT&T personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment." UNE Loops The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmark:	
1. POTS - Residence • Dispatch • No Dispatch POTS - Business • Dispatch • No Dispatch 2. UNE-P • Dispatch • No Dispatch 3. 8.0dB Loops	1. POTS - Parity with AT&T Retail 2. UNE-P – Parity with AT&T Retail POTS Business and Residence combined 3. Compared to AT&T Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)
Mean time to restore / Average Trunk Restoration Interval
Definition:
POTS/UNE-P Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared. UNES/EELS and Specials Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance. Interconnection Trunks Average time to repair interconnection trunks. This measure is based on calendar days.
Exclusions:
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until AT&T has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
Business Rules:

POTS and UNE-Ps

The clock starts on the date and time AT&T receives a trouble report. The clock stops on the date and time that AT&T personnel clear the repair activity and complete the trouble report.

Specials

The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS

The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.

Interconnection Trunks

The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when AT&T notifies the CLEC of service restoral.

Calculation:	Report Structure:
Σ[(Date and time AT&T clears ticket with the CLEC) - (Date and time ticket or trouble report is received)] ÷ Total network customer trouble reports Total trunk outage duration ÷ total trunk trouble reports	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	

1. POTS
- Affecting Service
- Out of Service
  - Dispatch
  - No Dispatch
  - Residence
  - Business
	1. POTS – Parity with AT&T Retail

2. UNE-P
- Affecting Service
- Out of Service
  - Dispatch
  - No Dispatch
  - Residence UNE-P
  - Business UNE-P
	2. UNE-P residence – Parity with AT&T Retail Residence UNE-P Business – Parity with AT&T Retail Business

3. 8.0dB Loops - Dispatch - No Dispatch	3. Compared to business and residence combined
Specials Resale/UNE 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting	4. 12 hours 5. 4.5 hours (Critical Z does not apply) 6. 12 hours 7. 7.5 hours 8. 7.5 hours

8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interoffice Trunks	9. 12 hours 10. 4.5 (Critical Z does not apply) 11. Parity with AT&T Interoffice Trunking Network

<table>
<tr><td colspan="2">40. Measurement</td></tr>
<tr><td colspan="2">Percent Out Of Service (OOS) < 24 Hours</td></tr>
<tr><td colspan="2">Definition:</td></tr>
<tr><td colspan="2">Percent of OOS trouble reports cleared in less than 24 hours.</td></tr>
<tr><td colspan="2">Exclusions:</td></tr>
<tr><td colspan="2">• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.
• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
• Excludes reports marked as “No Access” to customer premises.
• Excludes Affecting Service reports.</td></tr>
<tr><td colspan="2">Business Rules:</td></tr>
<tr><td colspan="2">Customer trouble reports are cleared within 24 hours when:
• The customer report is received Monday through Friday cleared within 24 hours.
• The customer report is received Saturday and cleared within 48 hours.
• The customer report is received Sunday and cleared before midnight Monday.
• Holidays are excluded.</td></tr>
<tr><td>Calculation:</td><td>Report Structure:</td></tr>
<tr><td>(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100</td><td>Reported by CLEC, all CLECs and AT&T by state.</td></tr>
<tr><td colspan="2">Disaggregations and Benchmarks:</td></tr>
<tr><td>1. POTS
• Business class of service
• Residence class of service
2. UNE-P</td><td>1. POTS – Parity with AT&T
2. UNE-P - Parity with AT&T Business and Residence combined.
Note: Comparisons are used for Diagnostic purposes only.</td></tr>
</table>

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
Exclusions:	
• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Interconnection Trunks • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.	
Business Rules:	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. POTS - Residence - Business	1. Parity With AT&T Retail POTS
2. UNE-P	2. Parity with AT&T Retail POTS Business and Residence Combined
3. 8.0dB Loop	3. Compared to AT&T Retail POTS business and residence combined
Resale Specials/UNEs: 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	4. 10% 5. 15% 10% 6 months (Critical Z does not apply)

6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:	
Percentage of Trunk Blockage	
Definition:	
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from AT&T end office to CLEC end office and from AT&T tandem to CLEC end office.	
Exclusions:	
• Excludes Weekends and Holidays • CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. • Blocking caused by unplanned load on a CLEC's network • AT&T is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from AT&T on the due date or CLEC has no facilities or equipment at CLEC end. • CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by AT&T or in the timeframe specified in the Interconnection Agreement (ICA). • If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by AT&T or in the time frame specified in the ICA. • If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. • If a CLEC's actual trunk usage as shown by AT&T from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. • New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG. The exclusions do not apply if AT&T fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if AT&T refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.	
Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
Calculation:	Report Structure:
({Count of blocked calls – excluded blocked calls} ÷ total calls offered – {excluded blocked calls}) * 100	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
• AT&T end office to CLEC end office • AT&T tandem to end office trunk	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

<table>
<tr><td colspan="2">71. Measurement:</td></tr>
<tr><td colspan="2">Common Transport Trunk Blockage</td></tr>
<tr><td colspan="2">Definition:</td></tr>
<tr><td colspan="2">Percentage of local common transport trunk groups exceeding 2%, 1% blockage.</td></tr>
<tr><td colspan="2">Exclusions:</td></tr>
<tr><td colspan="2">No data is collected on weekends or holidays</td></tr>
<tr><td colspan="2">Business Rules:</td></tr>
<tr><td colspan="2">Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.</td></tr>
<tr><td>Calculation:</td><td>Report Structure:</td></tr>
<tr><td>(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.</td><td>Reported on local common transport trunk groups by state.</td></tr>
<tr><td colspan="2">Disaggregations and Benchmarks:</td></tr>
<tr><td>• Common trunk groups where CLECs share ILEC trunks
• Common trunk groups for CLECs not shared by ILEC</td><td>• 3% of AT&T common transport trunk groups not to exceed 2% blocking
• 3% of AT&T common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).</td></tr>
</table>

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
• Customer Caused Misses • Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay.	
Business Rules:	
The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by AT&T, whichever is greater, starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID. The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74). The Denominator will be completed orders plus held circuits.	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
• Interconnection Trunks by 30, 60 and 90 days	Parity with AT&T interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
Σ(Date and time data processing begins – date and time data processing ends) ÷ total number of files	Reported for individual CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
one	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of AT&T caused missed due dates for collocation projects.	
Exclusions:	
• Exclude any applications rejected for non-payment within the times requested under tariff • Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, AT&T- will exclude the job from reporting.	
Business Rules:	
The clock starts when AT&T receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once AT&T provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies AT&T of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for AT&T to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by AT&T and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from AT&T notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by AT&T for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to AT&T corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, AT&T will bring these forward for discussion at the next 6-month review.	
Calculation:	Report Structure:
(Count of number of AT&T caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and AT&T affiliate, by state
Disaggregations and Benchmarks:	
• New • Augments Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)	95% within the due date in the AT&T Oklahoma Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow AT&T the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Excludes Non-Measured reports (CPE, Interexchange, and Informational). • Reports for which the trouble is attributable to the AT&T network (unless AT&T had knowledge of the trouble prior to the due date). • Excludes no access to the end user's location.	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time AT&T begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by AT&T within the established provisioning intervals), and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
• Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) • Defined Batch Process • Bulk Batch Process	2% 2% 2%

J. NXX

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
• Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
• None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when AT&T receives the application. The clock stops when AT&T responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLEC's ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T or receive back from AT&T order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above. AT&T cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. AT&T will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE: UNE-P UNE Loop DSL Capable Loops DSL with Line Sharing LNP only In this case, AT&T will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.	
Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
• None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10 11 – 20 21+	3 7 10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10 11 – 20 21+	3 7 10
BRI Loop	1 -10 11 – 20 21+	4 10 Negotiate
DS1 Loop	1 – 20 21+	5 Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20 21+	5 Negotiate
DS3 Dedicated Transport	1 – 20 21+	5 Negotiate
ISDN – PRI Loop	1 – 20 21+	5 10
Dark Fiber	1 – 20 21+	5 Negotiate
Standalone INP	1 – 10 11 – 20 21+	3 7 10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24 25+	10 Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24 25+	3 Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20 21+	25 Negotiate
DSL with Line Splitting	1 – 20 21+	5 Negotiate
EELS	1 – 20 21+	5 Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

RESOLD SPECIALS:		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES - BUS	1 – 8 9+ 1 – 8 9+	10 Negotiate 5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions for which the applicable AT&T OKLAHOMA ("AT&T") agrees to license its Directory Assistance Listing Information to CLEC.

1. INTRODUCTION

1.1 AT&T OKLAHOMA owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).

1.2 Currently, AT&T OKLAHOMA uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call AT&T OKLAHOMA's DA office to obtain such information.

1.3 CLEC, or its agent, wishes to provide DA service to CLEC's retail end users, and therefore, wishes to load its database with directory assistance listings contained in AT&T OKLAHOMA's DA database.

1.4 Inasmuch as AT&T OKLAHOMA provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T OKLAHOMA's database also contains directory assistance listing information for other ILEC and CLEC retail end users.

2. SERVICE PROVIDED

2.1 AT&T OKLAHOMA agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.1 AT&T OKLAHOMA shall provide directory assistance listing information in a mutually acceptable format.

2.1.2 AT&T OKLAHOMA shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T OKLAHOMA will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 In the event a telephone service subscriber has a "non-published" listing a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 CLEC is authorized to use the subscriber listing information provided under this Attachment for any lawful Telecommunications Service. CLEC may use the directory assistance listing information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations and rules, including any subsequent decision by the FCC or court regarding the use of directory assistance listings.

3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

3.3 Emergency Notification for Non-Published Telephone Numbers – AT&T OKLAHOMA shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any retail end user with a non-published listing in AT&T OKLAHOMA's DA database will be notified that a CLEC retail end user is attempting to contact the non-published party in the event of an emergency.

3.3.1 If a CLEC operator receives a request for a non-published listing and the calling party identifies an emergency situation, the CLEC operator will take the calling party's information and relay it to a AT&T OKLAHOMA operator via a pre-designated contact number.

3.3.2 AT&T OKLAHOMA will verify the listing of the non-published party at the time the CLEC operator requests service. AT&T OKLAHOMA will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the AT&T OKLAHOMA operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, AT&T OKLAHOMA will leave the contact information.

3.3.3 AT&T OKLAHOMA will contact the CLEC operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.

3.3.4 Only calls identified as an emergency will be forwarded to AT&T OKLAHOMA for ENNP Service; however, the identification of such emergency will be left to the discretion of CLEC and its operators.

4. ASSIGNMENT

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

5. SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS

5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA subcontractor in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings. The provision of directory assistance subscriber listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions Section of this Agreement.

6. TERM OF APPENDIX

6.1 AT&T OKLAHOMA will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

7. LIABILITY

7.1 AT&T OKLAHOMA will use commercially reasonable efforts to ensure the accuracy of the directory assistance listing information provided to CLEC. AT&T OKLAHOMA makes no express or implied warranties whatsoever, including but not limited to warranties for merchantability or fitness for a particular purpose, regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any.

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

8. PRICING

8.1 The prices at which AT&T OKLAHOMA agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Schedule Pricing.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth AT&T OKLAHOMA's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1. INTRODUCTION

1.1 AT&T OKLAHOMA publishes White Pages directories for geographic local service areas in which CLEC 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 CLEC's customers.

1.3 AT&T OKLAHOMA will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2. SERVICE PROVIDED

2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, AT&T OKLAHOMA will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and publishing company requirements are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T OKLAHOMA's listings database, CLEC will receive for its retail end users, one primary listing in AT&T OKLAHOMA's White Pages directory and a listing in AT&T OKLAHOMA's directory assistance database.

2.1.1 Where a CLEC retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T OKLAHOMA will assess CLEC a monthly charge for such listings at AT&T OKLAHOMA tariff rates. An additional monthly charge at AT&T OKLAHOMA's tariff rate applies when CLEC wishes to list a retail end user in AT&T OKLAHOMA's Directory Assistance database but does not wish to have its retail end user listed in AT&T OKLAHOMA's White Pages directory. In addition, CLEC may elect to have its retail end user unlisted and the listing not published in AT&T OKLAHOMA's White Pages directory for a monthly charge at AT&T OKLAHOMA's tariff rate Resale Rates for those non-published, non-listed services.

2.1.1.1 Switched-based CLECs are billed at the retail tariff rates for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service CLECs will be notified via Accessible Letter should the billing process change.

2.2 CLEC will furnish to AT&T OKLAHOMA subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as AT&T OKLAHOMA may require to prepare and print the alphabetical listings of said directory

2.3 CLEC will provide its subscriber listing information of its subscribers to AT&T OKLAHOMA via a mechanical or manual feed of the directory listing information to AT&T OKLAHOMA's Directory Listing database. 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 web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred 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. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T

OKLAHOMA's subscriber listing information. 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 retail end user. 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.

2.4 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 process on the previous workday. Information for directory listing verification is located on the AT&T CLEC Online website.

2.4.1 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.

2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. 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.

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, within fourteen (14) calendar days of the publisher's notification to AT&T OKLAHOMA of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.

2.6 Each CLEC subscriber will receive one copy per primary retail end user listing, as provided by CLEC, of AT&T OKLAHOMA's White Pages directory in the same manner and at the same time that they are delivered to AT&T OKLAHOMA subscribers during the annual delivery of newly published directories.

2.6.1 AT&T OKLAHOMA will deliver one copy per primary retail end user listing of AT&T OKLAHOMA's White Pages, as described in Section 2.6 above, at no charge. AT&T OKLAHOMA has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's retail 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.

2.7 At its option, CLEC may purchase one (1) information page (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. Sixty (60) calendar days prior to the directory close date, CLEC will provide to AT&T OKLAHOMA 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. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.

2.8 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 a minimum size of: 4 column directories = 1 ½" 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 same section. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide AT&T OKLAHOMA the information, including CLEC's logo, to be published on the information page according to the instructions provided on AT&T CLEC Online website. Any changes to these instructions will be communicated to CLEC prior to the change through an Accessible Letter. (CLEC will be limited to a maximum one representation in any single edition of a AT&T OKLAHOMA White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 AT&T OKLAHOMA agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information is in the same manner as AT&T OKLAHOMA's subscriber listing information. In exchange for AT&T OKLAHOMA serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T OKLAHOMA to include and use the CLEC subscriber listing information provided to AT&T OKLAHOMA pursuant to this Attachment in AT&T OKLAHOMA's White Pages directory, AT&T OKLAHOMA's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is AT&T OKLAHOMA's use of CLEC's subscriber listing information in AT&T OKLAHOMA's directory assistance, directory assistance related products and services, and directory publishing products and services. CLEC's subscriber listing information will remain the property of CLEC, and CLEC will be responsible for the billing and collection of any license fees or compensation for CLEC listings to third party publishers and others receiving listings pursuant to this section. AT&T OKLAHOMA will not bill or collect such license fees on CLEC's behalf. Except as stated herein, AT&T OKLAHOMA will not sublicense, assign, sell or transfer CLEC's subscriber listing information provided hereunder, nor will AT&T OKLAHOMA authorize any other company or any person to use CLEC's subscriber listing information for any other purpose. AT&T OKLAHOMA will take the same measures to guard against unauthorized use of CLEC's listings as AT&T OKLAHOMA takes to protect its own listings from unauthorized use, whether by AT&T OKLAHOMA, its agents, employees or others.

3.2 AT&T OKLAHOMA further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation from AT&T OKLAHOMA for AT&T OKLAHOMA's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T OKLAHOMA's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T OKLAHOMA.

4. RATES

4.1 Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

5. LIABILITY

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

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, AT&T OKLAHOMA operates a Clearinghouse (CH), as described below, for its own behalf and that of participating facility-based LECs and facility-based CLECs; and,

WHEREAS, facility-based CLEC wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1. CLEARINGHOUSE DESCRIPTION

1.1 AT&T OKLAHOMA operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs, including AT&T OKLAHOMA and CLEC.

2. QUALIFYING MESSAGE CRITERIA

2.1 The only toll call messages that qualify for submission to AT&T OKLAHOMA for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of AT&T SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

3. RESPONSIBILITIES OF THE PARTIES

3.1 CLEC agrees that it will provide AT&T OKLAHOMA with billing records for CH processing that are in an industry standard format acceptable to AT&T OKLAHOMA and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to AT&T OKLAHOMA's CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to AT&T OKLAHOMA for CH processing, if needed.

3.3 AT&T OKLAHOMA will provide and maintain such systems as it believes are required to furnish the CH service described herein. AT&T OKLAHOMA, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

3.4 CLEC will timely furnish to AT&T OKLAHOMA all CH Records required by AT&T OKLAHOMA to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. AT&T OKLAHOMA will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.

3.5 Presently, in operating the CH, AT&T OKLAHOMA relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4. PROCESSING CHARGE

4.1 CLEC agrees to pay AT&T OKLAHOMA a processing charge in consideration of AT&T OKLAHOMA's performance of CH services. This charge is $.02 per originated CH Record processed on behalf of CLEC.

5. BILLING CHARGE

5.1 CLEC agrees to pay a $.05 per message charge to the LEC responsible for billing the message, including AT&T OKLAHOMA, when AT&T OKLAHOMA bills the message.

6. SETTLEMENT REPORT

6.1 AT&T OKLAHOMA will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

7. RETROACTIVE AND LOST MESSAGES

7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8. LIMITATION OF LIABILITY

8.1 By agreeing to operate the CH, AT&T OKLAHOMA assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T OKLAHOMA will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T OKLAHOMA may have relied in preparing settlement reports or performing any other act under this Attachment.

8.2 CLEC agrees to indemnify and hold AT&T OKLAHOMA harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T OKLAHOMA's performance of CH processing pursuant to this Attachment.

8.3 AT&T OKLAHOMA will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T OKLAHOMA. Any losses or damage for which AT&T OKLAHOMA is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time AT&T OKLAHOMA receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9. DISCLAIMER OF WARRANTIES

9.1 AT&T OKLAHOMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, AT&T OKLAHOMA ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to numbering resources consistent with the industry guidelines and with applicable law as administered by NANPA (North American Numbering Plan Administrator).

1. NUMBERING

1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

1.2 Each Party agrees to make available to the other, via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges. Pursuant to Alliance for Telecommunications Industry Solutions (ATIS) Guidelines for the Administration of Telephone Numbers, revised August 15, 2003 (INC 01-0515-028), the Parties agree "that CO Codes/blocks allocated to a wireline Service Provider are to be utilized to provide service to a customer's premise located in the same rate center that the CO Codes/blocks are assigned. Exceptions exist, for example tariffed services such as foreign exchange service."

1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. The Parties agree to perform such programming and updating within industry standard intervals, provided that both Parties have met the requirements established within ATIS-approved industry guidelines. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.

1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) and/or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

1.5 Neither Party is responsible for notifying the other Party's end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

1.6 During the term of this Agreement, where CLEC is utilizing its own switch to provide telecommunications services on its own behalf, or on the behalf of any customer of the CLEC, CLEC shall contact the North American Numbering Plan Administrator for the assignment of numbering resources.

2. NXX CODES

2.1 Each Party agrees to utilize NXX codes in a manner consistent with authorized industry standard rules and guidelines and any agency of governmental authority exercising appropriate jurisdiction.

3. CODE TRANSFER (A.K.A. NXX MIGRATION)

3.1 Code transfer, as described in industry guidelines (Industry Numbering Committee (INC) document INC 95-0407-008 "Central Office Code (NXX), Section 7), will be provided upon request. The Party that initiates a code transfer request from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER".

ATTACHMENT 22: DA-FACILITIES BASED
AT&T OKLAHOMA -PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which AT&T OKLAHOMA agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

1. AT&T OKLAHOMA WILL PROVIDE THE FOLLOWING DA SERVICES:

1.1 Local DA 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.

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, intrastate IntraLATA And, if available, interstate IntraLATA calls.

1.2.1 AT&T OKLAHOMA agrees to provide DACC only in areas where CLEC canfurnish Automatic Number Identification (ANI) from CLEC's customers to AT&T OKLAHOMA's switch and where CLEC obtains DA service from AT&T OKLAHOMA.

1.2.2 Subsequent to the DA query and release of the DA call to AT&T OKLAHOMA's IVS, AT&T OKLAHOMA will deliver the DACC call with the required signaling and data to CLEC to complete the call.

1.2.3 CLEC commits that AT&T OKLAHOMA's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify AT&T OKLAHOMA from any and all causes of action which may be brought by an alternate operator services provider based on allegations that AT&T OKLAHOMA has interfered with any such contractual arrangement solely by virtue of AT&T OKLAHOMA's provision of DACC to CLEC under this Attachment.

1.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information (name, address, telephone numbers) outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

1.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number.

1.5 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.

1.6 Emergency Nonpublished 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 userwith 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. AT&T OKLAHOMA will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the AT&T OKLAHOMA operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, AT&T OKLAHOMA will leave the contact information.

2. DEFINITIONS - THE FOLLOWING TERMS ARE DEFINED AS SET FORTH BELOW:

2.1 Non-List 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.

2.2 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.

2.3 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.

2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.5 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 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. AT&T OKLAHOMA will offer Call Branding of DA in the name of CLEC.

3.1.1 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC or indicate a silent brand at the CLECs request. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.

3.2 AT&T OKLAHOMA Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:

3.3 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties.

3.4 CLEC will inform AT&T OKLAHOMA, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide AT&T OKLAHOMA updated Rate information in advance of when the Rates are to become effective.

3.5 In all cases when AT&T OKLAHOMA receives a rate request from a CLEC end user, AT&T OKLAHOMA will quote the Directory Assistance rates provided by CLEC.

3.6 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEF's Directory Assistance Reference information.

3.7 AT&T OKLAHOMA will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement.

3.8 Branding/Silent Announcement load charges are assessed per loaded recording, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are Nonrecurring and are found in Pricing Schedule.

3.9 Rate/Reference load charges are assessed per loaded set of rates/references, per switch. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded into each switch, each loading incurring the Rate/Reference charge). These charges are Nonrecurring and are found in Pricing Schedule.

3.10 CLEC shall designate which TOPS (Traffic Operator Position System) switches it wants loaded with Branding/Silent Announcement and Rate/References. (For point of reference, a single AT&T OKLAHOMA

TOPS switch usually covers an entire LATA. For more information, see CLEC online or consult your Account Manager.)

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.

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's customers, as documented in AT&T OKLAHOMA's tariffs, including permitting multiple end user queries per directory assistance call.

4.4 AT&T OKLAHOMA will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.

4.5 AT&T OKLAHOMA will include current CLEC customer listing information in AT&T OKLAHOMA's DA database.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Party(ies) that provide the circuits between CLEC and AT&T OKLAHOMA offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6. RESPONSIBILITIES OF CLEC

6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the AT&T OKLAHOMA serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

6.2 CLEC will furnish to AT&T OKLAHOMA, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by AT&T OKLAHOMA to provide the service.

6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to AT&T OKLAHOMA via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

6.4 Where CLEC chooses not to customize route the DA calls, CLEC agrees that AT&T OKLAHOMA will be the sole provider of DA for one year from the effective date that AT&T OKLAHOMA begins providing DA for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever 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 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. PRICING

7.1 The charges for Directory Assistance are outlined in the Appendix Pricing Schedule.

8. MONTHLY BILLING

8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

9. LIABILITY

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

ATTACHMENT 23: OS-FACILITIES BASED
AT&T OKLAHOMA PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which AT&T OKLAHOMA agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

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

1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a AT&T OKLAHOMA Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC 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. CALL TYPES - AT&T OKLAHOMA will provide to CLEC the call types in Sections 2.1 through 2.7 below:

2.1 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:

2.1.1 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).

2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

2.2 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 Attachment is one for which AT&T OKLAHOMA can perform billing validation.

2.3 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:

2.3.1 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).

2.3.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.

2.4 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 the following situations:

2.4.1 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.

2.4.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.

2.5 Operator Handled Station-To-Station - A service provided when the caller dials 0 o 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.

2.6 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.

2.7 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.

2.8 Call Branding/Rate Reference - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC, audibly and distinctly to the CLEC customer at the beginning of each OS call. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. AT&T OKLAHOMA will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request. For CLECs electing to purchase operator and 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).

2.8.1 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.

2.9 AT&T OKLAHOMA Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users.

3. OTHER OPERATOR ASSISTANCE SERVICES

3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.

3.2 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 the interrupt or the parties interrupted refuse to terminate the conversation in progress.

3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, AT&T OKLAHOMA will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to AT&T OKLAHOMA the communities associated with CLEC's NXX(s).

3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

3.5 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties..

3.6 CLEC will inform AT&T OKLAHOMA, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide AT&T OKLAHOMA updated Rate information in advance of when the Rates are to become effective.

3.7 In all cases when AT&T OKLAHOMA receives a rate request from a CLEC end user, AT&T OKLAHOMA will quote the Operator Services rates provided by CLEC.

3.8 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information.

3.9 In the event of an emergency request by a calling party, an 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. AT&T OKLAHOMA will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the AT&T OKLAHOMA operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, AT&T OKLAHOMA will leave the contact information.

4. RESPONSIBILITIES OF AT&T OKLAHOMA

4.1 AT&T OKLAHOMA will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

4.2 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.

4.3 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.

4.4 AT&T OKLAHOMA will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

4.5 AT&T OKLAHOMA will deliver the call with the required signaling and data to CLEC to complete the call.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Party(ies) that provide the circuits between CLEC and AT&T OKLAHOMA offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6. RESPONSIBILITIES OF CLEC

6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the AT&T OKLAHOMA serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.

6.2 CLEC will furnish in writing to AT&T OKLAHOMA, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by AT&T OKLAHOMA to provide the Service.

6.3 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).

6.4 Where CLEC chooses not to customize route the OS calls, CLEC agrees that AT&T OKLAHOMA will be the sole provider of OS for one year from the effective date that AT&T OKLAHOMA begins providing OS for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever 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 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. PRICING

7.1 The rates for the Operator Services provided are outlined in the Appendix Pricing Schedule.

8. MONTHLY BILLING

8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

8.2 AT&T OKLAHOMA will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

9. LIABILITY

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

ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which AT&T OKLAHOMA will provide recording, message processing and message detail services as described in total in Exhibit I and Exhibit II. Exhibit I and II are attached hereto and made a part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

1. DEFINITIONS

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

1.1 Access Usage Record (AUR) - A message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

1.2 Assembly and Editing - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.

1.3 Centralized Message Distribution System (CMDS) - The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T OKLAHOMA and CLEC via the CMDS host.

1.4 Data Transmission - The forwarding by AT&T OKLAHOMA of IXC transported access usage record detail in EMI format over data lines or on magnetic tapes to CLEC via the CMDS host.

1.5 Exchange Message Interface (EMI) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.

1.6 Interexchange Carrier (IXC) - A third party transmission provider that carriers long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA.)

1.7 Interexchange Carrier Transported - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.

1.8 Message Processing - The creation of individual EMI formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.

1.9 Originating Local Exchange Carrier Company - The company whose local exchange telephone network in used to originate calls thereby providing originating exchange access to IXCs.

1.10 Provision of Message Detail - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T OKLAHOMA's internal network or national CMDS.

1.11 Record - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

1.12 Recording - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

1.13 Service Switching Point (SSP) - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.14 Switching Control Point (SCP) - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to an AT&T OKLAHOMA SCP.

1.16 Terminating Local Exchange Carrier Company - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2. RESPONSIBILITIES OF THE PARTIES

2.1 AT&T OKLAHOMA will record all IXC transported messages as specified by CLEC on Exhibit II that are carried over all Feature Group Switched Access Services that are available to AT&T OKLAHOMA provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by AT&T OKLAHOMA-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T OKLAHOMA.

2.2 AT&T OKLAHOMA will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T OKLAHOMA.

2.3 AT&T OKLAHOMA will provide AURs that are generated by AT&T OKLAHOMA.

2.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T OKLAHOMA, during the billing period established by AT&T OKLAHOMA and selected by CLEC from Appendix II.

2.5 Standard EMI record formats for the provision of access usage record detail will be established by AT&T OKLAHOMA and provided to CLEC.

2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

2.7 AT&T OKLAHOMA will provide AUR detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.

2.8 In Exhibit II, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T OKLAHOMA reserves the right to limit the frequency of transmission to existing AT&T OKLAHOMA processing and work schedules, (holidays, etc., i.e., holidays, weekends).

2.9 AT&T OKLAHOMA and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.

2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T OKLAHOMA will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T OKLAHOMA.

2.11 AT&T OKLAHOMA will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.

2.12 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T OKLAHOMA under the same terms and conditions of this Attachment.

3. BASIS OF COMPENSATION

3.1 AT&T OKLAHOMA as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Attachment on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T OKLAHOMA on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

3.2 Intentionally Left Blank.

4. LOSS OF USAGE

4.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

4.2 When either party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to non-Recording Company. If written notification is not received within sixty (60) days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

4.3 If, despite timely notification by the non-Recording Company, AUR detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the nonreceipt of data.

5. INDEMNIFICATION

5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

6. WARRANTIES

AT&T OKLAHOMA ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II
INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

___ Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

___ Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

ATTACHMENT 25: xDSL

1. INTRODUCTION[1]

1.1 AT&T OKLAHOMA agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and xDSL Subloop offerings) in accordance with the terms and conditions set forth in this xDSL Attachment and the FCC's Triennial Review Order and associated lawful and effective implementing rules, 47 C.F.R. § 51.319(a)(l)(i), (iii) and (iv) and (b)(l), as such rules may be modified from time to time, and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2. DEFINITIONS

Except as may otherwise be noted in an Appendix to this Attachment, the following definitions apply to this Attachment and its Appendices:

2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any of xDSL technologies.

2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop.

2.1.2 For purposes of this Attachment and as provided for in 47 C.F.R. Section 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T OKLAHOMA's outside plant and the demarcation point at an end-user customer premise, that may be conditioned at CLEC's request in order for CLEC to provide xDSL-based services over such Subloop. Subloops are also as more specifically addressed in the subloop provisions applicable to this Agreement. A point of technically feasible access is any point in AT&T OKLAHOMA's outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Attachment UNE-Appendix Subloop. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Attachment UNE--Appendix Subloop and Attachment Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g. the Appendix Subloop shall control).

2. 2 The term "conditioning" as used herein shall refer to the removal by AT&T OKLAHOMA of load coils, bridged tap, and/or repeaters on an xDSL Loop or xDSL Subloop, upon request by CLEC at the conditioning rates set forth in the Pricing Schedule to this Agreement ("Pricing Schedule") and Appendix RABT-MMP, and subject to

[1] The inclusion of the provisions above with asterisks in this Attachment xDSL shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Attachment xDSL, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Attachment xDSL and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 Intentionally Left Blank.

2.5 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.6 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.

2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.7 of this Attachment. Deployment of non-standard xDSL-based technologies is allowed and encouraged by this Agreement.

2.9 *"Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop).

2.10 *"Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop), by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.11 *"Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between AT&T OKLAHOMA's Technician, its Local Operations Center ("LOC"), and the CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

2.12 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop between the AT&T OKLAHOMA Main Distribution Frame ("MDF") and the terminal location serving an End User. Any additional length attributable to central office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User customer's location is not included in the calculation of Actual Loop Length.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS

3.1 AT&T OKLAHOMA is not in any way permitted to limit xDSL loops or xDSL Subloops to the provision of ADSL.

3.2 AT&T OKLAHOMA will not impose limitations on the transmission speeds of xDSL services. AT&T OKLAHOMA will not restrict CLEC's services or technologies to a level at or below those provided by AT&T OKLAHOMA.

3.3 AT&T OKLAHOMA will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 AT&T OKLAHOMA shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. AT&T OKLAHOMA will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere CLEC will provide documentation describing that action to AT&T OKLAHOMA and the Commission before or at the time of its request to deploy that technology in OKLAHOMA. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.7 Liability

3.7.1 Notwithstanding any other provision in this Attachment, AT&T OKLAHOMA and CLEC each agree that should it cause or allow any non-standard xDSL technologies to be deployed or used in connection with or on AT&T OKLAHOMA facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.7.2 For any technology, CLEC's use of any AT&T OKLAHOMA network element, or of its own equipment or facilities in conjunction with any AT&T OKLAHOMA network element, will not materially interfere with or impair service over any facilities of AT&T OKLAHOMA, its affiliated companies or connecting and concurring carriers involved in AT&T OKLAHOMA services, cause damage to AT&T OKLAHOMA's plant, impair the privacy of any communications carried over AT&T OKLAHOMA's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable 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 element(s) causing the violation. AT&T OKLAHOMA will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that its use of the network element is not the cause of the network harm. If AT&T OKLAHOMA does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by AT&T OKLAHOMA must be supported with specific and verifiable supporting information.

3.8 Indemnification

3.8.1 Covered Claim: Notwithstanding any other provision in this Attachment, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim or damage ("Loss"), including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), to the extent such Loss arose from or was caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party shall assume all costs of the defense of any Covered Claim and any Loss indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such Claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS

4.1 xDSL-Capable Loops and Subloops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop, for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by AT&T OKLAHOMA at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire IDSL digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement.) This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. AT&T OKLAHOMA has advised CLEC, through the Accessible Letter or alternative process, which AT&T OKLAHOMA central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices which AT&T OKLAHOMA has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop, for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridge tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional and will be performed by AT&T OKLAHOMA at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.1.5 xDSL Subloop: An xDSL Subloop for purposes of this Attachment is as defined above in Section 2.1.2. The 2-wire or 4-wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing subloop is optional, subject to conditioning charges and will be performed by AT&T OKLAHOMA at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops.

4.2 AT&T OKLAHOMA shall be under no obligation to provision xDSL-capable Loops or Subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC as provided in Section 6 below.

4.3 CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop or subloop, CLEC should at the time of ordering notify AT&T OKLAHOMA as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify AT&T OKLAHOMA. Upon request by CLEC, AT&T OKLAHOMA should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. AT&T OKLAHOMA will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide AT&T OKLAHOMA with a technical description of the technology (including power mask) for the inventory purposes. AT&T OKLAHOMA will keep such information confidential and will take all measures to ensure that CLEC's xDSL Loop/xDSL Subloop Local Service Request (LSR), its ordering information and its deployment information is neither intentionally nor inadvertently revealed to any part of AT&T OKLAHOMA's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.4 In the event that AT&T OKLAHOMA rejects a request by CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to denial due to fiber, DLC, or DAML facility issues, AT&T OKLAHOMA will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, AT&T OKLAHOMA will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 AT&T OKLAHOMA will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.5.1 Upon request by CLEC, AT&T OKLAHOMA will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T OKLAHOMA will provide a loop or subloop to support the new technology for CLEC as follows:

4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop or subloop [as defined in this Attachment], then AT&T OKLAHOMA will provide with the xDSL loop or subloop at the same

rates listed for a 2-Wire or 4-Wire xDSL loop or subloop and associated loop conditioning as needed (pursuant to Section 6 below). AT&T OKLAHOMA's ordering procedures and provisioning intervals will remain substantially the same, as for its 2-Wire or 4-Wire xDSL loop or subloop even though the xDSL loop or subloop is now capable of supporting a new xDSL technology.

4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop or subloop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.

4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the OKLAHOMA Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted.

4.7 If AT&T OKLAHOMA or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then AT&T OKLAHOMA or that other carrier that is claiming degradation is occurring must notify CLEC and CLEC must cooperate with AT&T OKLAHOMA or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that AT&T OKLAHOMA or another carrier demonstrates to the Commission that CLEC's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.8 Each party must abide by Commission or FCC-approved spectrum management standards. AT&T OKLAHOMA shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.9 AT&T OKLAHOMA shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

5.1 General: AT&T OKLAHOMA will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops and Subloops. CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T OKLAHOMA is providing any other CLEC and/or AT&T OKLAHOMA or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by AT&T OKLAHOMA to AT&T OKLAHOMA's service representatives and/or AT&T OKLAHOMA's internal engineers and/or by AT&T OKLAHOMA's advanced services affiliate to provision its own retail xDSL service.

5.2 In connection with xDSL Loop and xDSL Subloops, AT&T OKLAHOMA shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.

5.3 Loop Qualification: AT&T OKLAHOMA will provide access to its existing Datagate and EDI interfaces that will allow CLECs, as well as AT&T OKLAHOMA's retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the Loop Makeup Information, when such information is contained in AT&T OKLAHOMA's electronic databases. If a CLEC elects to have AT&T OKLAHOMA provide actual Loop Makeup Information through a manual process for information that is not available electronically, then the interval will be 3 business days or the interval provided to AT&T OKLAHOMA's advanced services affiliate, whichever is less.

5.4 Loop makeup data is expected by the Parties to include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. AT&T OKLAHOMA also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where AT&T OKLAHOMA has not compiled Loop Makeup Information for itself, AT&T OKLAHOMA is not required to conduct a plant inventory and construct a database on behalf of CLEC. If AT&T OKLAHOMA has manual access to this sort of information for itself, or any affiliate, AT&T OKLAHOMA will provide access to it to CLEC on a non-discriminatory basis. To the extent AT&T OKLAHOMA has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 AT&T OKLAHOMA will provide electronic access to its existing EDI and WebLex ordering interfaces needed for efficient provisioning of advanced services such as xDSL.

6. PROVISIONING/REQUESTING CONDITIONING AS PART OF CLEC'S ORDER

6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning (i.e., the removal of excessive bridged tap, load coils and/or repeaters) AT&T OKLAHOMA is to perform in provisioning the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridged tap, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. Alternatively, CLEC may choose to order a loop or subloop "as is" in which case, the terms and conditions set out in optional Appendix YZP shall apply.

6.2 With respect to any CLEC request for loop conditioning to remove bridged tap on a loop or subloop under this Attachment, the following will apply:

6.2.1 AT&T OKLAHOMA will remove any excessive bridged tap on the loop or subloop so that the loop or subloop is conditioned to meet applicable industry standards. For loops that are less than a distance of 12,000 feet in Actual Loop Length between the AT&T OKLAHOMA Central Office and the end user customer's premises AT&T OKLAHOMA shall condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap, load coils and/or repeaters at no charge to CLEC.

6.2.2 If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 12,000 feet or greater, AT&T OKLAHOMA shall condition the loop as requested to produce a "clean loop" at the rates set out in the Pricing Schedule. If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Subloop or xDSL Loop where the Actual Loop Length is 12,000 feet or greater, AT&T OKLAHOMA shall condition the xDSL Loop or xDSL Subloop as requested to produce a "clean xDSL Loop or xDSL Subloop" at the rates set out in the Pricing Schedule. A request to remove all or non-excessive bridged tap for xDSL Loops and xDSL Subloops is subject to the time frames for completion and the notification requirements regarding impossibility of removal that are set out in Appendix RABT-MMP, Section 3.3.

6.3 AT&T OKLAHOMA shall not be entitled to charge CLEC for conditioning or line station transfers when AT&T OKLAHOMA's loop makeup information indicates that the loop does not require conditioning , but CLEC or AT&T finds during installation that the loop does ,in fact, require conditioning.

6.4 The provisioning and installation interval for xDSL Loops, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to AT&T OKLAHOMA's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL Loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to AT&T OKLAHOMA's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per End-User location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require

conditioning will have a provisioning and installation interval agreed to by the Parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. Upon completion of the Subloop Access Arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the intervals set forth above for xDSL Loops.

6.5 Subsequent to CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Sub-loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. After an order has been completed, CLEC may request the removal of all or non-excessive bridged tap, load coils and repeaters via a trouble ticket; the process, procedures and rates set out in Appendix RABT-MMP shall apply in addition to any applicable rates in this Attachment. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measure commitments. Performance measures, if any, applicable to provisions of this Attachment are contained in Attachment 17: Performance Measures of this Agreement.

6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Pricing Schedule.

7.* ACCEPTANCE TESTING

7.1* Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop or xDSL subloop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

7.2* Acceptance Testing Procedure:

7.2.1* Upon delivery of a loop or subloop to CLEC, AT&T OKLAHOMA's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

7.2.1.1* Except for IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the AT&T OKLAHOMA field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2* For IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the AT&T OKLAHOMA field technician will not perform a short or open circuit.

7.2.2* If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide AT&T OKLAHOMA with a confirmation number and AT&T OKLAHOMA will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

7.2.3* If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the AT&T OKLAHOMA technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T OKLAHOMA will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide AT&T OKLAHOMA with a confirmation number and AT&T OKLAHOMA will complete the order. If AT&T OKLAHOMA determines loop continuity parameters are met, AT&T OKLAHOMA may close the order. AT&T OKLAHOMA will not complete an order that fails Acceptance Testing.

7.2.4* Until such time as CLEC and AT&T OKLAHOMA agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL

loops or subloops without testing the complete circuit. Consequently, AT&T OKLAHOMA agrees that should CLEC open a trouble ticket on such a loop or subloop within ten (10) business days (that is the fault of AT&T OKLAHOMA), AT&T OKLAHOMA will adjust CLEC's bill and refund the recurring charge of such a loop until AT&T OKLAHOMA has resolved the problem and closed the trouble ticket.

7.2.5* AT&T OKLAHOMA will be relieved of the obligation to perform Acceptance Testing on a particular loop or subloop and will, assume acceptance of the loop or subloop by CLEC when CLEC places the AT&T OKLAHOMA LOC or field technician on hold for over ten (10) minutes. In that case, AT&T OKLAHOMA may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop or subloop within 24 hours, AT&T OKLAHOMA may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop or subloop accepted. If, however, a trouble ticket is opened on the loop or subloop within 24 hours and the trouble resulted from AT&T OKLAHOMA error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and AT&T OKLAHOMA will perform testing of such a loop or subloop under the terms and conditions of a repair request. If such loop or subloop is found by AT&T OKLAHOMA to not meet loop continuity test parameters as defined herein, AT&T OKLAHOMA will not charge for any acceptance testing performed on the repair call.

7.2.6* If a trouble ticket is opened within 24 hours of a loop or subloop order completion, and the trouble is determined to be AT&T OKLAHOMA's error, AT&T OKLAHOMA will credit CLEC for any charge(s) previously assessed to CLEC for the test.

7.2.7* Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require AT&T OKLAHOMA to expend additional time and expense.

7.3* Acceptance Testing Billing

7.3.1* CLEC will be billed for Acceptance Testing upon the effective date of this Attachment for loops and subloops that are installed correctly by the committed interval without the benefit of corrective action performed by AT&T OKLAHOMA due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T OKLAHOMA technician time involved, pursuant to the FCC tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates referenced shall be deemed to be automatically revised and updated in the event that the referenced tariff rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time as provided for in such tariff.

8.* COOPERATIVE TESTING

8.1* The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime time and premium time tariffed charges referenced above.

8.2 Intentionally Left Blank.

8.3* Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop or subloop upon issuance of the trouble ticket.

8.4* If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

8.5* Cooperative Testing Procedure:

8.5.1* The AT&T OKLAHOMA field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2* If the loop or subloop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.5.3* If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops or subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop or subloop to standard continuity parameters as defined by this Attachment for xDSL capable loops or subloops. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

8.5.4* AT&T OKLAHOMA will be relieved of the obligation to perform Cooperative Testing on a particular loop or subloop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T OKLAHOMA may then close the trouble ticket, document the time and reason, and may bill CLEC, and CLEC shall pay, as if the Cooperative Test had been completed as provided for in Section 7.3.1 above.

9. SERVICE QUALITY AND MAINTENANCE

9.1 Intentionally Left Blank.

9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 12,000 feet will only be provided on a time and material basis as provided for in Section 7.3.1 above. On loops or subloops where CLEC has requested that no conditioning be performed, AT&T OKLAHOMA's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T OKLAHOMA will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tab (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop or subloop is a solution identified by AT&T OKLAHOMA to resolve the trouble ticket, AT&T OKLAHOMA, at its sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop or subloop currently in service and AT&T OKLAHOMA determines that an LST can be performed, the appropriate AT&T OKLAHOMA Local Operations Center ("LOC") will contact CLEC to inform it that an LST will be performed in lieu of CLEC's requested conditioning. In such cases where AT&T OKLAHOMA elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Schedule, but shall not be obligated to pay any maintenance or trip charges for AT&T OKLAHOMA's technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T OKLAHOMA network-related problem, CLEC will not be charged the LST rate or for AT&T OKLAHOMA's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-AT&T OKLAHOMA network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in FCC Tariff No. 73, Section 13.4.4 will apply in addition to the LST charge. If an LST is performed, AT&T OKLAHOMA shall work diligently to minimize end-user customer service outage.

9.4 Each xDSL-Capable Loop or Subloop offering provided by AT&T OKLAHOMA to CLEC will be at least equal in quality and performance as that which AT&T OKLAHOMA provides to itself or to an affiliate.

10. SPECTRUM MANAGEMENT

10.1 The parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. § 51.231-233, as such rules may be modified from time to time. CLEC will advise AT&T OKLAHOMA of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to AT&T OKLAHOMA, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, CLEC will notify AT&T OKLAHOMA as to the type of PSD mask CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, CLEC will notify AT&T OKLAHOMA as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 AT&T OKLAHOMA shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. AT&T OKLAHOMA may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. AT&T OKLAHOMA may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. AT&T OKLAHOMA will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. AT&T OKLAHOMA will not deny requests for loops or subloops based on spectrum management issues.

10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, AT&T OKLAHOMA, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops or subloops based on agreed-to performance characteristics. AT&T OKLAHOMA will assign the local loop or subloop consistent with the agreed-to spectrum management standards.

10.4.1 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, AT&T OKLAHOMA and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.5 In such case, AT&T OKLAHOMA will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by AT&T OKLAHOMA, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T OKLAHOMA and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AT&T OKLAHOMA will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if AT&T OKLAHOMA and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then AT&T OKLAHOMA and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. PRICING

11.1 The rates for xDSL Loops, xDSL Subloops, Loop Qualification – Manual, Loop Conditioning, xDSL cross-connects – standard, xDSL cross-connects – shielded and for Loop Qualification – Mechanized are set forth in the Pricing Schedule to the Agreement.

11.2 AT&T OKLAHOMA will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When CLEC orders an xDSL Loop or xDSL Subloop, AT&T OKLAHOMA will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. AT&T OKLAHOMA's retail and/or advanced services affiliate shall not be given preferential access to "clean loops," or "clean subloops" nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.

11.3 The conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL Loop and xDSL Subloop as to a loop that is greater than 12,000 feet in Actual Loop Length or greater for which CLEC requests the removal of excessive and non-excessive bridged tap, load coils, and/or repeaters prior to completion of CLEC's order. Removal of non-excessive bridged tap after completion of CLEC's order shall be performed in accordance with the terms and conditions of RABT-MMP.

12. RESERVATION OF RIGHTS/INTERVENING LAW

12.1 The Parties acknowledge and agree that the intervening law language set forth in Section 23 of the General Terms and Conditions of this Agreement shall apply to all of the rates, terms and conditions set forth in this Attachment, in addition to all of the other rates, terms and conditions set forth in this Agreement, including any other Attachments/Appendices to such Agreement.

ATTACHMENT YELLOW ZONE ORDERING PROCESS ("YZP")
Optional Appendix to Attachment 25 xDSL

1. *INTRODUCTION[1]

1.1 *This Appendix sets forth terms and conditions for the Yellow Zone Process ("YZP"), an optional ordering process for xDSL Capable Loops. This process is made available to CLEC as a voluntary offer as an alternative to AT&T OKLAHOMA's existing ordering processes.

1.2 *Except as otherwise provided herein, the rates terms and conditions of CLEC's Agreement pertaining to xDSL loops and xDSL Subloops (such as related to Splitter Ownership and Responsibilities, Operational Support Systems, Facility Make-Up information, Provisioning, Testing, Maintenance & Service Assurance, Ordering, Pricing & Spectrum Management) shall remain unchanged and in Full Force and Effect.

2. *DEFINITIONS

2.1 *A "No Sync" situation after the completion of a YZP service order is defined by a CLEC experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.

3. *YZP OFFERING

3.1 *CLEC will order eligible xDSL Loops and xDSL Subloops using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All LSRs for xDSL Loops and xDSL Subloops submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Loops and xDSL Subloops. Once the order has been completed, and if a No Sync situation, as defined herein, is determined by CLEC, CLEC must choose one of two options:

*OPTION 1: Generate a trouble ticket with Local Operations Center (LOC), and identify it either as a straight 'No Sync' type YZP ticket, OR as a YZP related conditioning trouble ticket. The LOC will resolve the No Sync situation either by addressing non-conditioning related reason for the No Sync, and/or by conditioning the facility as needed (remove load coils, excessive bridge taps, etc). On YZP related Trouble Tickets, a zero plus five (0 + 5) business day interval will be offered after the line has been determined to need conditioning.

*On loops with actual lengths between 12 Kft and 17.5 Kft, if the loop has been ordered as YZP, AT&T OKLAHOMA will use that YZP designation and the CLEC opening a trouble ticket, as authorization from CLEC for AT&T OKLAHOMA to condition the loop. CLEC will then be billed the appropriate conditioning charges pursuant to the Agreement.

*OPTION 2: Cancel the Order by issuing an LSR to Disconnect the circuit.

3.2 *YZP ordering is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where AT&T OKLAHOMA is not the retail service provider.

[1] The inclusion of the provisions noted above with asterisks in this Appendix YZP shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix YZP, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix YZP and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

3.3 *The CLEC will provide AT&T OKLAHOMA with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, then the YZP process will not be applicable.

3.4 *The YZP process only applies to xDSL Loop and xDSL Subloop where the loop length is between 0 and 17.5 Kft.

3.5 *The initial YZP service order must have completed and closed prior to the opening of the YZP trouble ticket, when a "No Sync" situation is detected by CLEC.

4. *TESTING

4.1 *Acceptance Testing (for xDSL Loops and xDSL Subloops orders) – CLEC, when using YZP for provisioning xDSL loops CANNOT request Acceptance Testing with such orders.

4.2 *Cooperative Testing - For xDSL Loops and xDSL Subloops, CLEC has the option of requesting a Cooperative Test, pursuant to the rates, terms and conditions of the Agreement, at the time they are opening the YZP trouble Ticket.

4.3 *ALL YZP order related initial Trouble Tickets (TTs) opened by CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence and location of load coils, bridge tap and repeaters. (see Maintenance/Service Assurance Section 5.8 and 5.9 for more detail.)

5. *MAINTENANCE /SERVICE ASSURANCE

5.1 *AT&T OKLAHOMA will provide resolution of CLEC-referred YZP trouble tickets for the xDSL Loops and xDSL Subloops in parity with repair intervals AT&T OKLAHOMA provides to its advanced services affiliates.

5.2 *Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM, insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP trouble ticket is opened, and it is later determined by AT&T OKLAHOMA to be a 'No Trouble Found' (NTF), or if the trouble is found in the CLEC's network or CLEC related, AT&T OKLAHOMA will charge CLEC on a Time and Materials basis, per the applicable tariffed rates referenced in Section 7.3.1 of Attachment 25: xDSL.

5.3 *CLECs can open a YZP related Trouble Ticket by the following methods:

5.3.1 *Calling the Local Operations Center and opening a manual ticket through the call center. The CLEC technician should identify that the original order was YZP related and whether this trouble ticket is a conditioning trouble ticket or not.

5.3.2 *Opening an electronic bonding ticket - If the trouble ticket is opened by an electronic bonding ticket, CLEC needs to place that this is a YZP related trouble ticket in the remarks field.

5.3.3 *The identification of a possible conditioning related trouble by CLEC will allow the LOC to convert it to a YZP conditioning type ticket immediately. Potential non-conditioning causes for Physical fault will be checked. However, if the ticket is not opened as a possible conditioning ticket, the SWBT LOC will handle the tickets per the Present Method of Operation for all Repair tickets and look for physical faults. If no fault is found the LOC will notify CLEC to conduct the Sync test. If it does not sync, CLEC will have to open another trouble ticket to address any conditioning required.

5.4 *When a YZP related trouble ticket is opened by CLEC and the line is determined to need conditioning, a 5 business day interval will be given. Trouble ticket status will be provided as follows:

5.4.1 *If the trouble ticket is opened electronically (via ToolBar), as a straight 'No Sync' type YZP ticket, an electronic status will be available after 24 hours. If it is determined by AT&T OKLAHOMA that the trouble is conditioning related, the straight 'No Sync' trouble ticket will be converted to a YZP conditioning ticket.

5.4.2 *If the trouble ticket is opened with a live call to the AT&T OKLAHOMA LOC (whether as a straight 'No Sync' ticket or as a 'Conditioning' Requested ticket) there will be no separate ticket status provided until the trouble has been resolved and CLEC is notified of the ticket's closure.

5.4.3 *If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by AT&T, and the loop has been ordered as YZP, AT&T OKLAHOMA will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriate-conditioning charges upon the completion of the conditioning.

5.4.4 *If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by AT&T OKLAHOMA, and the loop has been ordered as YZP, AT&T OKLAHOMA will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriate conditioning charges upon the completion of the conditioning.

5.4.5 *If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 0Kft and 12 Kft, and it requires conditioning as verified by AT&T, CLEC will be contacted and provided with status after the conditioning work is completed. If the loop is conditioned outside of Industry Standard/ ANSI parameters (any bridge tap less than 2500 ft total or 2000 ft single that is removed) CLEC will then be billed the appropriate conditioning charges as set out in the Appendix regarding the Removal of All or Non-Excessive Bridged Tap Using the Yellow Zone Ordering Process.

5.4.6 *If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and it the later determined by AT&T OKLAHOMA to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, rules 5.4.4 or 5.4.5 as stated above will apply, depending on the loop length. A 0 + 5 day interval will be offered to complete the conditioning of the loop.

5.5 *In all cases, the AT&T OKLAHOMA LOC will notify CLEC as soon as the trouble is resolved, whether it is conditioning related or not.

5.6 *Escalations for YZP trouble tickets will follow the existing procedures, as there are no YZP specific escalation procedures in AT&T OKLAHOMA.

5.7 *Intentionally Left Blank.

5.8 *With permanent YZP, ALL YZP order related initial Trouble Tickets (TTs) opened by the CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence of the following:

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5.8.1 *The number and location of Load Coils

5.8.2 *The number and location of Repeaters, if any

5.8.3 *The number of sections of Bridged Tap, and their lengths and locations.

5.8.4 *AT&T OKLAHOMA will not specify to any CLECs the type of test equipment or the specific tests to use for determining the presence of disturbers– the YZP participating CLEC will determine their own test requirements and capabilities such as Sunrise test sets, or through a remote monitoring capability like Hykemian, and using tests such as Time Domain Reflexometric (TDR)

and Spectrum Analysis. In order to resolve the trouble quickly and efficiently, AT&T OKLAHOMA requires valid and dependable data on the number, length and location of interferors on the loop.

5.9 *There will be a flat rated Maintenance Service Charge to CLEC associated with any YZP related trouble ticket dispatch, if no trouble is found (NTF) in AT&T OKLAHOMA's portion of the network. This charge will also apply when loop specific interferor information is provided to AT&T OKLAHOMA but is found to be incorrect upon subsequent investigation during the trouble ticket resolution process. If a retrip is involved with a YZP Trouble ticket (based on CLEC input of loop not working properly after initial trouble resolution), and a NTF in AT&T OKLAHOMA's network is determined, this maintenance charge will apply as well. If the need for a vendor meet is established, and if CLEC technician is not equipped properly at the vendor meet site, CLEC will be liable for the trip/dispatch charge. The amount of the penalty will be governed by the applicable commission ordered tariff rate referenced in Section 7.3.1 of Attachment 25: xDSL.

6. *TERMINATION

6.1 *Either Party may terminate this Appendix upon 180 days written notice to the other Party.

APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("YZP")

Optional Appendix to Attachment 25: xDSL

1. *INTRODUCTION[1]

1.1 *This Appendix to Attachment 25: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap using a modified version of the Yellow Zone Process (YZP), for xDSL Loops and xDSL Subloops. This optional process is made available to CLECs as an alternative to AT&T OKLAHOMA' existing ordering processes.

1.2 *Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL loops and xDSL Subloops shall remain unchanged and in full force and effect.

2. *DEFINITIONS

2.1 *A "No Sync" situation after the completion of a YZP service order means that a CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.

2.2 *A loop meeting "minimum qualifications" means the loop has no load coils, repeaters, or bridged tap in excess of 2.5Kft, and no one segment of bridged tap longer than 2Kft in length.

2.3 *Removal of All or Non-Excessive Bridged Tap means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request, in connection with CLEC's xDSL Loop or xDSL Subloop.

3. *REMOVAL OF ALL AND NON-EXCESSIVE BRIDGED TAP YZP OFFERING

3.1 *To be eligible for the Removal of All or Non-Excessive Bridged Tap using YZP, a CLEC must have a signed and approved Optional YZP Appendix in addition to this Appendix for the Removal of All or Non-Excessive Bridged Tap Using YZP. Pursuant to the terms of the Optional YZP Appendix, CLEC has to have ordered an xDSL loop on the original service order, using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All Local Service Requests (LSRs) for an xDSL Loop or x-DSL Subloop submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Capable Loops and Subloops. After the service order has completed, CLEC must generate a Trouble Ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) as a 'No Sync' type YZP-related conditioning Trouble Ticket. Based on CLEC's own testing, CLEC must specify the type of bridged tap conditioning being requested on the Trouble Ticket. Upon CLEC's request the LOC will investigate and will address any non-conditioning related reasons for any No Sync situation, and/or condition the facility as needed following the process listed in the YZP Attachment and the process outlined in this Appendix for the Removal of All or Non-Excessive Bridged Tap Using the YZP process, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, AT&T OKLAHOMA does not guarantee the synchronization of any loop.

3.2 *Except as otherwise provided below, in response to a CLEC's YZP trouble ticket for the Removal of All or Non-Excessive Bridged Tap, AT&T OKLAHOMA will offer CLEC a zero plus five (0 + 5) business day interval; provided, however, in those instances where AT&T OKLAHOMA determines it is not possible to

[1] The inclusion of the provisions noted with asterisks in this Appendix RABT-YZP shall not constitute a waiver by either party as to their respective positions as to whether such provisions are required to be offered under Sections 251(b) or (c) of the Act and are subject or not subject to Section 251/252 negotiation and arbitration. Rather, in agreeing not to dispute the inclusion of the subject provisions in this Appendix RABT-YZP, both Parties do not waive, but instead fully reserve all of their rights, arguments and positions in any pending or future regulatory or judicial proceedings and in any future negotiations or pending negotiations as to whether the subject provisions are or are not subject to Sections 251 and 252 of the Act, including without limitation, negotiation and arbitration under Sections 251/252 of the Act. The inclusion of these provisions in this Appendix RABT-YZP and resolution by the Parties as to these provisions shall not constitute a concession or admission by either Party and may not be introduced by one party as to the other to attempt to show the consent or waiver by one party as to its position(s) in this regard.

Remove All or Non-Excessive Bridged Tap under this Appendix, (in those situations in which: (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events actions or circumstances exist or arise that are outside the sole control of AT&T OKLAHOMA. AT&T OKLAHOMA has no obligation to perform the requested conditioning under this Appendix; and, in those instances where AT&T OKLAHOMA determines that it can Remove All or Non-Excessive Bridged Tap under this Appendix, but cannot meet the zero plus five (0 + 5) business day interval, (in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in which events, actions or circumstances exist or arise that are outside the sole control of AT&T OKLAHOMA, i the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, AT&T OKLAHOMA will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap Trouble Tickets for xDSL Loops and xDSL Subloops in parity with repair intervals AT&T OKLAHOMA provides to its advanced services affiliates. AT&T OKLAHOMA will advise CLEC as soon as possible when AT&T OKLAHOMA is unable to Remove All or Non-Excessive Bridged Tap under this Appendix or is unable to meet the zero plus five (0 + 5) business day interval.

3.3 *If the Removal of All or Non-Excessive Bridged Tap has been requested by CLEC on a Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for AT&T OKLAHOMA to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by AT&T OKLAHOMA pursuant to the Removal of All or Non-Excessive Bridged Tap set out in the Pricing Schedule attached hereto and incorporated herein by this reference.

3.4 *The Removal of All or Non-Excessive Bridged Tap using YZP applies only to xDSL Loops and xDSL Subloops.

3.5 *The initial YZP service order must have closed prior to the opening of the YZP Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to the process outlined in this Appendix.

4. *TESTING

4.1 *All testing requests after the completion of the service order will follow the testing guidelines and procedures outlined in the CLEC's YZP Attachment.

4.2 *CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap related initial Trouble Tickets by obtaining and providing to AT&T OKLAHOMA interferor information on the loop at the time of opening the Trouble Ticket. For best results, CLEC is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following:

4.2.1 *The number and location of Load Coils; and

4.2.2 *The number and location of Repeaters, if any; and

4.2.3 *The number of sections of Bridged Tap, and their lengths and locations.

5. *MAINTENANCE /SERVICE ASSURANCE

5.1 *Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must determine that the problem is not CLEC-related.

5.1.1 *If a YZP for the Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by AT&T OKLAHOMA that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and AT&T OKLAHOMA will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, per applicable tariffed rates contained in sections 13.4.2 and 13.4.4 of the FCC No. 73. If, in response to a trouble ticket, AT&T OKLAHOMA advises CLEC that the CLECs requested conditioning is not available because no such bridged tap was on the loop, and CLEC dispatches a second time and finds upon its second dispatch that such bridged tap is on the loop,

CLEC will so advise AT&T OKLAHOMA for concurrence. In any such case where the Parties find that such bridged tap was on the loop, AT&T OKLAHOMA will credit CLEC for the tariffed time and material charges billed CLEC in connection with the initial trouble ticket (closed out as 'No Trouble Found') and will pay CLEC the tariffed time and material charges for CLEC's second dispatch to the customer premises.

5.2 *CLECs may open a YZP-related Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap by the following two methods:

5.2.1 *Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 *Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC needs to specify that it is a YZP Trouble Ticket with specific conditioning requests in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

*Both methods require the following:

1. *If Excessive Bridged Tap is present on the loop, CLEC may request:
   a. *Removal of Excessive Bridged Tap; or
   b. *Removal of All Bridged Tap.
2. *If Excessive Bridged Tap is not present on the loop, CLEC may request Removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).
3. *Once All the Bridged Tap has been removed any future trouble tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the LOC. Vendor meet procedures can be found in AT&T's CLEC On-Line Handbook.
4. *It is CLEC's obligation to document on the Trouble Ticket the type of conditioning it is requesting be performed by AT&T OKLAHOMA i.e., Removal of All or Non-Excessive bridged tap. If the bridged tap conditioning request does not specify the Removal of All or Non-Excessive Bridged Tap conditioning on the YZP Trouble Ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.
5. *If a manual trouble ticket is opened by calling the LOC, the CLEC technician should identify that the original order was YZP related and whether this Trouble Ticket is a Removal of All or Non-Excessive Bridged Tap conditioning Trouble Ticket, and specify the type of bridged tap conditioning needed.
6. *Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of Load Coils or Repeaters, will be performed pursuant to the existing terms and conditions set forth in Attachment 25: xDSL of this Agreement.

5.3 *Except as otherwise provided for herein, when a YZP Trouble Ticket is opened by CLEC for the Removal of All or Non-Excessive Bridge Tap conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble Ticket authorization and billing for conditioning will be provided as follows:

5.3.1 *if the trouble ticket is opened as a ticket for the Removal of All or Non-Excessive Bridged Tap conditioning, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12Kft, and the loop has been ordered as YZP, AT&T OKLAHOMA will use that YZP designation and the initiation of the Trouble Ticket by CLEC as approval for line conditioning and the loop will be conditioned by AT&T OKLAHOMA. CLEC will then be billed and shall pay the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges set forth on the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges upon the completion of the requested conditioning by AT&T OKLAHOMA.

5.3.2 *if a CLEC's trouble ticket is opened for the Removal of Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications (AT&T OKLAHOMA is requested to remove bridged tap less than 2.5Kft in length), AT&T OKLAHOMA will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule to this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement for any conditioning performed by AT&T OKLAHOMA at CLEC's request.

5.3.3 *In the case of section 5.3.1 or 5.3.2 the AT&T OKLAHOMA LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 *Escalations for YZP Trouble Tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. *PRICING

6.1 *The interim rates that AT&T OKLAHOMA shall charge and CLEC shall pay for the Removal of All or Non Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix. Notwithstanding anything to the contrary in this Agreement including, without limitation, this Schedule, the Parties understand and agree that the Interim RABT Rates set forth in the Pricing are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the state Commission ("Non-Interim RABT Rates"). Upon the effective date of a Commission Order establishing Non-Interim RABT Rates, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Notice") to the other Party that it wishes to obtain the Non-Interim RABT Rates to replace and supersede the Interim RABT Rate(s) counterpart(s) in this Agreement. Following such RABT Notice by either Party, AT&T OKLAHOMA will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with the Non-Interim RABT counterparts as to the rates specified in the RABT Notice(s), which rate(s) shall be deemed to have become effective, and shall apply, between the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those Non-Interim RABT Rates that are replacing the Interim RABT Rate counterparts, and shall submit such amendment to the Commission for approval; and (ii) AT&T OKLAHOMA will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the Non-Interim RABT Rates established by the Commission with the Interim RABT Rates in this Agreement for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Notice more than ninety (90) days after the effective date of any Commission order, then the Non-Interim RABT Rates will be deemed effective between the Parties as of the date the amendment incorporating such Non-Interim RABT Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from any claims for retroactive true-up with respect to the Interim RABT Rate(s) under this Agreement for any period prior to the effective date of such amendment. Notwithstanding anything to the contrary in this Schedule or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up as to the Interim RABT Rates back to the date that the MFN Provisions become effective between AT&T OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")). In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

OKLAHOMA	AT&T OKLAHOMA RECURRING		AT&T OKLAHOMA NON-REC.	
	Monthly			
Removal of All Bridged Tap				
DSL Loops - >12KFT and < 17.5KFT				
Removal of All Bridged Tap	N/A		$930.27	N/A
Removal of Non-Excessive Bridged Tap				
DSL loops - >0KFT and < 17.5KFT				
Removal of Non-Excessive Bridged Tap	N/A		$359.35	N/A
Removal of All Bridged Tap > 17.5KFT				
DSL Loops - > 17.5KFT - per element				
Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A		$359.35	N/A
Removal of Non-Excessive Bridged Tap > 17.5KFT				
DSL Loops - >17.5KFT - per element				
Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA		$359.35	N/A

(1) All of the Oklahoma RABT rates set forth above on this Oklahoma RABT Pricing Schedule are interim and subject to retroactive true-up upon the Oklahoma Corporation Commission's establishment of RABT rates, as more specifically provided in Paragraph 6.1 above.

(2) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, interim, non-recurring rate of $359.35. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, interim, non-recurring rate of $359.35 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay an interim non-recurring rate of $359.35 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 359.35).

(3) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the interim, flat, non-recurring rate of $930.27 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay an interim non-recurring rate of $359.35 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP AFTER LOOP COMPLETION USING A MODIFIED MAINTENANCE PROCESS

Appendix to Attachment 25 xDSL

1. INTRODUCTION

1.1 This Appendix to Attachment 25 sets forth the terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT") using a modified version of the standard maintenance process for xDSL Loops and xDSL Subloops where CLEC requests such removal after its order for an xDSL Loop or xDSL Subloop has been completed. This process is available to CLEC as an alternative to AT&T OKLAHOMA's existing ordering processes but applies only to completed loops.

2. DEFINITIONS

2.1 "Minimum qualifications" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap in excess of 2,500 feet in total length.

2.2 "No Sync situation" as used herein means that after the completion of a provisioning service order, CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.

2.3 "Removal of All or Non-Excessive Bridged Tap" as used herein means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request in connection with CLEC's xDSL Loop or xDSL Subloop.

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING

3.1 CLEC may request Removal of All or Non-Excessive Bridged Tap by either (1) ordering an xDSL Loop or xDSL Subloop and requesting such removal on its original service order or (2) generating a trouble ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) after the service order for an xDSL Loop or xDSL Subloop has completed and specifying the type of bridged tap conditioning requested on the trouble ticket. If CLEC selects option (1) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in Attachment 25 xDSL. If CLEC selects option (2) above, Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in the following sections of this Appendix. Irrespective of whether CLEC selects option (1) or options (2), the limitations set forth in Section 3.3 shall apply.

3.2 Upon CLEC's request, the LOC will investigate and will address any AT&T OKLAHOMA non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, AT&T OKLAHOMA does not guarantee the synchronization of any loop.

3.3 Except as otherwise provided below, in response to CLEC's request for removal of All or Non-Excessive Bridged Tap, either in its original order or in a trouble ticket, AT&T OKLAHOMA will offer CLEC a zero plus five (0 + 5) business day interval, subject to Sections 3.3.1 and 3.3.2 below.

3.3.1 In those instances where AT&T OKLAHOMA determines it is not possible to remove All or Non-Excessive Bridged Tap, e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T OKLAHOMA, AT&T OKLAHOMA has no obligation to perform the requested conditioning.

3.3.2 In those instances where AT&T OKLAHOMA determines that it can Remove All or Non-Excessive Bridged Tap but cannot meet the zero plus five (0 + 5) business day interval e.g., in those situations (i) involving municipalities which may affect access to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise

that are outside the sole control of AT&T OKLAHOMA, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, AT&T OKLAHOMA will respond to CLEC's request for Removal of All or Non-Excessive Bridged Tap for xDSL Loops and xDSL Subloops in parity with the repair intervals AT&T OKLAHOMA provides to its advanced services affiliate(s) in Oklahoma

3.3.3 AT&T OKLAHOMA will advise CLEC as soon as possible when AT&T OKLAHOMA is unable to remove All or Non-Excessive Bridged Tap or is unable to meet the zero plus five (0 + 5) business day interval.

3.4 If Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on a trouble ticket, the opening of the trouble ticket with specific conditioning requests will be used as authorization from CLEC for AT&T OKLAHOMA to condition the loop as requested.

3.5 CLEC shall pay the appropriate conditioning charges for Removal of All or Non-Excessive Bridged Tap as set out in the Pricing Schedule set out in this Appendix.

4. TESTING

4.1 All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and xDSL Subloops, as applicable, set out in Attachment 25 of this Agreement.

4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial trouble tickets by obtaining and providing to AT&T OKLAHOMA interferor information on the loop or subloop at the time of opening the trouble ticket. For best results, CLEC is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of the following: the number and location of load coil(s), repeater(s) and section(s) of bridged tap, including the length of individual section(s).

5. MAINTENANCE/SERVICE ASSURANCE

5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related. If a Removal of All or Non-Excessive Bridged Tap trouble ticket is opened, and it is later determined by AT&T OKLAHOMA that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed and CLEC shall pay the Maintenance Service Charge on a Time and Material basis in accordance with Section 7 of Attachment 25 - xDSL.

5.2 CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:

5.2.1 By calling the LOC and opening a manual ticket with its specific conditioning request, e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 By opening an electronic bonding ticket. In such case, CLEC shall request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T OKLAHOMA LOC. Vendor meet procedures can be found in AT&T OKLAHOMA's CLEC On-Line Handbook.
4. It is CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by AT&T OKLAHOMA e.g., the Removal of All or Non-Excessive Bridged Tap. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information.

5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops and Subloops provided for in Attachment 25 of this Agreement.

5.3 Except as otherwise provided for herein, when a trouble ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap, a zero plus five (0+ 5) business day interval will be given. Trouble ticket authorization for conditioning and billing will be provided as follows:

5.3.1 if the trouble ticket is opened for a loop that is 12,000 feet or greater in Actual Loop Length, AT&T OKLAHOMA will use that designation and the initiation of the trouble ticket by CLEC as approval for loop conditioning and the loop will be conditioned by AT&T OKLAHOMA. CLEC will then be billed and shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement upon the completion of the requested conditioning by AT&T OKLAHOMA.

5.3.2 if the trouble ticket is opened for a loop that is less than 12, 000 feet in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, AT&T OKLAHOMA will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement, for any conditioning performed by AT&T OKLAHOMA at CLEC's request.

5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the AT&T OKLAHOMA LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

6.1 The interim rates that AT&T OKLAHOMA shall charge and CLEC shall pay for the Removal of All or Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set forth in the Pricing Schedule set out in this Appendix. Notwithstanding anything to the contrary in this Agreement including, without limitation, this Schedule, the Parties understand and agree that the Interim RABT Rates set forth in the Pricing are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the state Commission ("Non-Interim RABT Rates"). Upon the effective date of a Commission Order establishing Non-Interim RABT Rates, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Notice") to the other Party that it wishes to obtain the Non-Interim RABT Rates to replace and supersede the Interim RABT Rate(s) counterpart(s) in this Agreement. Following such RABT Notice by either Party, AT&T OKLAHOMA will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with the Non-Interim RABT counterparts as to the rates specified in the RABT Notice(s), which rate(s) shall be deemed to have become effective, and shall apply, between the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those Non-Interim RABT Rates that are replacing the Interim RABT Rate counterparts, and shall submit such amendment to the Commission for approval; and (ii) AT&T OKLAHOMA will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the Non-Interim RABT Rates established by the Commission with the Interim RABT Rates in this Agreement for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Notice more than ninety (90) days after the effective date of any Commission order, then the Non-Interim RABT Rates will be deemed effective between the Parties as of the date the amendment incorporating such Non-Interim RABT Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from any claims for retroactive true-up with respect to the Interim RABT Rate(s) under this Agreement for any period prior to the effective date of such amendment. Notwithstanding anything to the contrary in this Schedule or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of

the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up as to the Interim RABT Rates back to the date that the MFN Provisions become effective between AT&T OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")). In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge
Pricing Schedule

OKLAHOMA		AT&T OKLAHOMA RECURRING		AT&T OKLAHOMA NON-REC.	
		Monthly			
Removal of All Bridged Tap					
DSL Loops - >12KFT and < 17.5KFT					
Removal of All Bridged Tap		N/A		$930.27	N/A
Removal of Non-Excessive Bridged Tap					
DSL loops - >0KFT and < 17.5KFT					
Removal of Non-Excessive Bridged Tap		N/A		$359.35	N/A
Removal of All Bridged Tap > 17.5KFT					
DSL Loops - > 17.5KFT - per element					
Incremental Removal of All Bridged Tap > 17.5KFT - per element		N/A		$359.35	N/A
Removal of Non-Excessive Bridged Tap > 17.5KFT					
DSL Loops - >17.5KFT - per element					
Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element		NA		$359.35	N/A

(1) All of the Oklahoma RABT rates set forth above on this Oklahoma RABT Pricing Schedule are interim and subject to retroactive true-up upon the Oklahoma Corporation Commission's establishment of RABT rates, as more specifically provided in Paragraph 6.1 above.

(2) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, interim, non-recurring rate of $359.35. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, interim, non-recurring rate of $359.35 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay an interim non-recurring rate of $359.35 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 359.35).

(3) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the interim, flat, non-recurring rate of $930.27 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay an interim non-recurring rate of $359.35 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

ATTACHMENT 27:
ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the resale services, interconnection and UNEs provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a OKLAHOMA specific agreement, AT&T's OSS is based upon a 13-State platform. In order to access OSS for transactions in other AT&T states, CLEC must have OSS terms and conditions in such state.

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

1.3 AT&T 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.

1.4 AT&T OKLAHOMA has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

2.1 "LSC" means the Local Service Center (LSC) for AT&T OKLAHOMA.

2.2 "LOC" means the Local Operations Center (LOC) for AT&T OKLAHOMA.

2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for AT&T OKLAHOMA.

2.4 "Service Bureau Provider (SBP)" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T OKLAHOMA's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T OKLAHOMA shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 When AT&T OKLAHOMA introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless AT&T OKLAHOMA believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, AT&T OKLAHOMA shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.3 When AT&T OKLAHOMA retires interfaces in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically deleted from this Attachment.

3.4 Proper Use of OSS interfaces:

3.4.1 CLEC agrees to utilize AT&T OKLAHOMA electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, local number portability, interconnection, and UNEs through AT&T OKLAHOMA. In addition, CLEC agrees that such use will comply with AT&T OKLAHOMA's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T OKLAHOMA against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T OKLAHOMA's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T OKLAHOMA for any and all damages caused by such unauthorized entry.

3.5 Within AT&T OKLAHOMA, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's Customer where CLEC has obtained an authorization for release of CPNI from the Customer.

3.5.1 CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law.

3.5.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T OKLAHOMA harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an Customer.

3.6 Intentionally Left Blank.

3.7 In the event AT&T OKLAHOMA has good cause to believe that CLEC has used AT&T OKLAHOMA OSS in a way that conflicts with this Agreement or Applicable Law, AT&T OKLAHOMA shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to AT&T OKLAHOMA's Notice of Misuse, which shall be provided to AT&T OKLAHOMA within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T OKLAHOMA's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement. In the event CLEC disagrees with AT&T OKLAHOMA's allegation of misuse, either Party may invoke Dispute Resolution per 3.8 below.

3.8 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with AT&T OKLAHOMA's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to AT&T OKLAHOMA's OSS shall be governed by Section 9.0 of the General Terms and Conditions of the Agreement.

3.9 In the event CLEC does not agree that CLEC's use of AT&T OKLAHOMA's OSS is inconsistent with this Agreement or Applicable Law as alleged by AT&T OKLAHOMA, then the Parties agree to the following steps:

3.9.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has remedied the misuse in a manner acceptable to both Parties.

3.9.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement. Such efforts shall begin as soon as CLEC has received the Notice of Misuse and shall continue until the issue has been resolved or Dispute Resolution has been invoked by either Party.

3.10 After the time for CLEC's response to Notice of Misuse, set forth in Section 3.7 has expired, AT&T OKLAHOMA shall have the right to conduct an audit of CLEC's use of the AT&T OKLAHOMA OSS. Upon notice and good cause shown, AT&T OKLAHOMA shall have the right to conduct an audit of CLEC's use of the AT&T OKLAHOMA OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the AT&T OKLAHOMA OSS is justified under the circumstances that exist at the time AT&T OKLAHOMA elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T OKLAHOMA OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T OKLAHOMA shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T OKLAHOMA's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T OKLAHOMA with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T OKLAHOMA's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T OKLAHOMA agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T OKLAHOMA, or any AT&T affiliate.

3.11 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T OKLAHOMA and CLEC will use manual processes. Should AT&T OKLAHOMA develop electronic interfaces for these functions for itself, AT&T OKLAHOMA will make electronic access available to CLEC.

3.12 The Information Services (I.S.) Call Center for the AT&T OKLAHOMA region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.13 AT&T OKLAHOMA will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

3.14 AT&T OKLAHOMA shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. AT&T OKLAHOMA shall list the business days and hours for each call center in AT&T-13STATE's CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC [Connecticut center NA] & MCPSC: Monday through Friday, excluding Holidays,
8:00 AM to 5:00 PM (in each applicable timezone)

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

AT&T OKLAHOMA shall ensure adequate coverage in its service centers during these minimum hours.

3.15 The Parties will follow the final adopted guidelines of "AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", in accordance with the Change Management principles. Those guidelines, or a successor, as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

3.16 AT&T OKLAHOMA will continue to maintain the editing capabilities of AT&T OKLAHOMA's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

3.17 Intentionally Left Blank.

3.18 Due to enhancements and on-going development of access to AT&T OKLAHOMA's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T OKLAHOMA shall provide proper notice of interface phase-out as required by the Change Management Process.

3.19 CLEC is responsible for obtaining operating system software and hardware to access AT&T OKLAHOMA OSS functions as specified in Sections 8 and 9 of this Attachment.

4. PREORDER INTERFACES & FUNCTIONALITY

4.1 AT&T OKLAHOMA will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T OKLAHOMA ordering requirements.

4.2 Pre-Ordering functions for Resale Services and UNEs include:

4.2.1 Feature/Service Availability:

4.2.1.1 Feature Inquiry provides AT&T OKLAHOMA with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides AT&T OKLAHOMA Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry:
Access to AT&T OKLAHOMA retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after it obtains authorization for release of CPNI.

4.2.3 Telephone Number Inquiry:
AT&T OKLAHOMA provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the Customer (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry:
AT&T OKLAHOMA provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:
AT&T OKLAHOMA provides pre-order loop qualification information specific to UNE DSL capable and Line Shared loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry:
AT&T OKLAHOMA provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry:
AT&T OKLAHOMA provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
AT&T OKLAHOMA provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T OKLAHOMA to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T OKLAHOMA. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which AT&T OKLAHOMA provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on AT&T OKLAHOMA's proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which AT&T OKLAHOMA provides CLEC access to the functions of pre-ordering to order AT&T OKLAHOMA consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which AT&T OKLAHOMA provides CLEC access to the functions of pre-ordering to order AT&T OKLAHOMA business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order AT&T OKLAHOMA Resale service.

4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T OKLAHOMA will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:
SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 AT&T OKLAHOMA provides access to ordering functions to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T OKLAHOMA to provision in

accordance with applicable AT&T OKLAHOMA LSOR ordering requirements. AT&T OKLAHOMA will provide CLEC access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

5.2.1 AT&T OKLAHOMA makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T OKLAHOMA Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and AT&T OKLAHOMA will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T OKLAHOMA's Resale Service and UNE ordering requirements. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 Web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 C-EASE is available in AT&T OKLAHOMA for the ordering of consumer Resale services.

5.2.4 B-EASE is available in AT&T OKLAHOMA for the ordering of business Resale services.

5.2.5 SORD interface provides CLECs in AT&T OKLAHOMA with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following AT&T OKLAHOMA OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.26 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T OKLAHOMA will utilize industry ASR guidelines developed by OBF based upon AT&T OKLAHOMA ordering requirements.

5.3 Additional Terms for Provisioning

AT&T OKLAHOMA will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in AT&T OKLAHOMA pending orders can be viewed in SORD.

5.3.2 When CLEC places an electronic order using AT&T OKLAHOMA's LSOR-based ordering system (e.g. EDI and LEX) or the ASR-based ordering system as described in Section 5.2.7 above, AT&T OKLAHOMA will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the AT&T OKLAHOMA confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, AT&T OKLAHOMA will provide CLEC with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC")). In addition, AT&T OKLAHOMA will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the AT&T LSOR.

5.3.2.1 Post to Bill Notification is sent to CLEC for each complete LSR/PON after all serve orders associated with the request post to billing. The time frame between an order posting to bill and the CLEC notification would be a

minimum of two days. Post to Bill Notifications are provided consistent with the AT&T LSOR.

5.3.3 As detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 If CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3, service orders on which errors occur will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T OKLAHOMA. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T OKLAHOMA will exchange requests over a mutually agreeable X.25-based network.

7. BILLING MEDIA AND INTERFACES

7.1 AT&T OKLAHOMA will bill CLEC for Resold services and UNEs. AT&T OKLAHOMA will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T OKLAHOMA will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as selected by CLEC. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T's Local Exchange Tariff.

7.2.3 For Resale Services, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T's Classic Toolbar.

7.2.4 Intentionally Left Blank.

7.2.5 CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.6 AT&T OKLAHOMA will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 AT&T OKLAHOMA makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

7.3.2 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T's Classic Toolbar.

7.3.3 CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.4 CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's Customers, utilizing AT&T OKLAHOMA ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For AT&T SOUTHWEST REGION 5-STATE, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Chicago, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T OKLAHOMA LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T OSS via the public internet.

8.3 CLEC shall use TCP/IP to access AT&T OKLAHOMA OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address. CLEC shall maintain a user-id / password unique to each individual for accessing a AT&T OKLAHOMA, AT&T-2STATE, AT&T MIDWEST REGION 5-STATE, or AT&T CONNECTICUT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T OKLAHOMA data facilities for access to OSS will be in compliance with AT&T-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

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

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

9.2.3 CLEC shall immediately notify the ISCC when an employee userid is no longer valid (e.g. employee termination or movement to another department).

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T OKLAHOMA network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T OKLAHOMA's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T OKLAHOMA, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T OKLAHOMA will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T OKLAHOMA, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

9.5.1 Each party shall utilize OSS resources for approved business purposes only.

9.5.2 Intentionally Left Blank.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated by CLEC on a regular basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This

format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly.

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

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

9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

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

"This is a (AT&T OKLAHOMA or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). AT&T OKLAHOMA will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning

of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

10.2 Prior to introduction of new applications or interfaces, or modifications of the same, upon the request of either party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

11. OSS TRAINING COURSES

11.1 Prior to initial live system usage, CLEC must complete user education classes for AT&T OKLAHOMA-provided interfaces that affect the AT&T-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by AT&T OKLAHOMA and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon AT&T OKLAHOMA availability and will be coordinated among CLEC, the CLEC's AT&T OKLAHOMA Account Manager, and AT&T OKLAHOMA Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date, and such cancellation results in the cancellation or rescheduling of such class(es). CLEC agrees to provide to AT&T OKLAHOMA completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T-13STATE system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T OKLAHOMA's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 This Agreement does not include flat rate charges for OSS system access and connectivity. AT&T OKLAHOMA is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude AT&T OKLAHOMA from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided however, AT&T OKLAHOMA may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates

or charges as provided herein, if any, shall be on a going forward basis only.

13. MISCELLANEOUS CHARGES

13.1 For AT&T OKLAHOMA region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.5 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

13.3 CLEC requesting the Local Disconnect Report, as described in 7.2.6 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

13.4 Should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T OKLAHOMA on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 AT&T OKLAHOMA shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

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

14.2.1 CLEC shall be permitted to access AT&T OKLAHOMA application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T OKLAHOMA to allow Service Bureau Provider to establish access to and use of AT&T OKLAHOMA's OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T OKLAHOMA shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T OKLAHOMA shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 AT&T OKLAHOMA shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T OKLAHOMA's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T OKLAHOMA's OSS) which could not be avoided by AT&T OKLAHOMA through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 28: OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).

1.2 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T OKLAHOMA, the applicable ILEC doing business in OKLAHOMA.

1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means CLEC operating within AT&T OKLAHOMA's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T OKLAHOMA.

1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T OKLAHOMA end user located in an AT&T OKLAHOMA local exchange area or;

(ii) Originates from an AT&T OKLAHOMA end user located in an AT&T OKLAHOMA local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T OKLAHOMA incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T OKLAHOMA's network(s).

2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T OKLAHOMA pursuant to Section 251(a) of the Act.

2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T 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 Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T OKLAHOMA's incumbent local exchange areas. AT&T OKLAHOMA has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T OKLAHOMA's incumbent local exchange areas. In addition, AT&T OKLAHOMA is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T 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 Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for

provisioning telecommunication services within an AT&T OKLAHOMA incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T OKLAHOMA has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

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

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

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

3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties

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

3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.

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

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

4.1 OE-LEC represents that it operates as a CLEC within AT&T OKLAHOMA exchange areas and has a Point of Interconnection ("POI") located within AT&T OKLAHOMA exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T OKLAHOMA exchange areas. Based upon the foregoing, the Parties agree that AT&T OKLAHOMA's originating traffic will be

delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T OKLAHOMA will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T OKLAHOMA's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T OKLAHOMA, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T OKLAHOMA End Office.

4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T OKLAHOMA serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.

4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.

4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.

4.5 If AT&T OKLAHOMA is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T OKLAHOMA End Office.

4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T OKLAHOMA terminated traffic or AT&T OKLAHOMA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

4.7 AT&T OKLAHOMA shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T OKLAHOMA (as reflected in the LERG). Any compensation due AT&T OKLAHOMA for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T OKLAHOMA serving tandems are reflected by AT&T OKLAHOMA in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T OKLAHOMA tandem. AT&T OKLAHOMA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

4.9 Connection of a trunk group from OE-LEC to AT&T OKLAHOMA's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).

4.10 AT&T OKLAHOMA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T OKLAHOMA exchange areas, in AT&T OKLAHOMA Tandems and End Offices using AT&T OKLAHOMA's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

5.1 The compensation arrangement for Section 251(b)(5) Traffic, ISP-Bound Traffic and FX traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Appendix Intercarrier Compensation.

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

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

9.2 The Parties agree that the associated traffic from each AT&T OKLAHOMA End Office will not alternate route.

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

9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T OKLAHOMA terminated traffic or AT&T OKLAHOMA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

9.5 AT&T OKLAHOMA shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T OKLAHOMA (as reflected in the LERG). Any compensation due AT&T OKLAHOMA for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T OKLAHOMA serving tandems are reflected by AT&T OKLAHOMA in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T OKLAHOMA tandem. AT&T OKLAHOMA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

9.6 AT&T OKLAHOMA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T OKLAHOMA exchange areas, in AT&T OKLAHOMA Tandems and End Office(s) using AT&T OKLAHOMA's standard code opening timeframes.

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

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

NOS COMMUNICATIONS, INC.

Signature: eSigned - Joseph T. Koppy

Name: eSigned - Joseph T. Koppy
(Print or Type)

Title: CEO
(Print or Type)

Date: 10 Mar 2016

NOS Communications, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 14 Mar 2016

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

State	Resale OCN	ULEC OCN
OKLAHOMA	7519	9257

Description	ACNA Code(s)
ACNA(s)	NOZ

AMENDMENT TO THE AGREEMENT BETWEEN NOS COMMUNICATIONS, INC. AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA

This amendment ("Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA ("AT&T") and NOS Communications, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved January 24, 2007 and as subsequently amended ("Agreement"); and

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

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, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

2. The Parties agree to add the following definition to the General Terms and Conditions of the Interconnection Agreement:

   2.1. "Resale" or "Resale Services" is as specified in Section 251(c)(4) of the Act.

3. Lifeline and Link Up Services

   3.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

4. Customer Information Services (CIS)

   4.1. With the exception of 4.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

   4.2. Add Attachment 29 – Customer Information Services (CIS), attached hereto as Exhibit A, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.

   4.3. Add the following provisions to the Attachment or Appendix for Resale

      4.3.1. For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

      4.3.2. CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

      4.3.3. Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages

to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

4.3.4. AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

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

4.3.6. If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5. Conflict between this Amendment and the Agreement

5.1. 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.

6. The Parties agree to replace Section 15. from the Agreement with the following language:

15. Notices

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

15.1.1 delivered by electronic mail (email).

15.1.2 delivered by facsimile.

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

15.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 15.4 below.

15.2.2 delivered by facsimile provided CLEC has provided such information in Section 15.4 below.

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

15.3.1 the date of actual receipt;

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

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

15.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Theodore P. Baca, Jr. Attorney
STREET ADDRESS	250 Pilot Road, Suite 300
CITY, STATE, ZIP CODE	Las Vegas, NV 89119
PHONE NUMBER*	(702) 547-8692
FACSIMILE NUMBER	(702) 547-8546
EMAIL ADDRESS	legalnotices@nos.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

15.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 15. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

15.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 15. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

15.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

15.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

15.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

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. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

EXHIBIT A
ATTACHMENT 29 – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 Definitions

2.1 "Busy Line Verification (BLV)" means a service in which an End User asks an operator to verify a conversation in progress.

2.2 "Busy Line Verification/Interrupt (BLV/I)" means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.3 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.4 "Facilities-Based CLEC" means a CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

2.5 "General Assistance" means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a 'no ring' condition has been encountered.

2.6 "Services" means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

2.7 "Toll Center Code" means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where technically feasible and/or available, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

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

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements:

3.3.6.1 OS Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 AT&T-21STATE will provide OS to CLEC End Users where technically feasible and/or available to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. AT&T-21STATE will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 AT&T-21STATE will provide DA Services to CLEC End Users where technically feasible and available to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User.

3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 AT&T-21STATE will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations,

and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.

3.6.6 Where CRR is available, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:

3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.

4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.

4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.

4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.

4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).

5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.

5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.

5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.

5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.

5.2.1.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two

(2) purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE's DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days' written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

6.1 General Provisions:

6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.

6.2.1.4 Additional, Designer and Other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.

6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.

6.2.5 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

6.2.6 Use of Subscriber Listing Information:

6.2.6.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

6.2.6.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions

7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				$2.00	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Initial Load, per listing				$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Update, per listing				$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Message Service				$2.10	NA	NA	per listing
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification/Interrup [BLV/I]) per work second		ZZUO2		$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T OKLAHOMA AND AT&T TEXAS

AND

NOS COMMUNICATIONS, INC.

Signature: eSigned - Joseph T. Koppy

Name: eSigned - Joseph T. Koppy
(Print or Type)

Title: CEO
(Print or Type)

Date: 07 Aug 2017

NOS Communications, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 08 Aug 2017

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ARKANSAS	7519	9396
FLORIDA	7519	- - -
GEORGIA	7519	- - -
KENTUCKY	7519	- - -
LOUISIANA	7519	- - -
MISSISSIPPI	7519	- - -
NORTH CAROLINA	7519	- - -
OKLAHOMA	7519	9257
SOUTH CAROLINA	7519	- - -
TENNESSEE	7519	- - -
TEXAS	7519	5488

Description	ACNA Code(s)
ACNA(s)	NOZ

AMENDMENT TO THE AGREEMENT BETWEEN NOS COMMUNICATIONS, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T OKLAHOMA AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A, and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Intercarrier Compensation

   2.1 The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreements for purposes of reciprocal compensation.

3. 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.

4. 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.

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

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

7. 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.

8. For Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective

ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	NOS Communications, Inc.	Interconnection	March 9, 2006
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	NOS Communications, Inc.	Interconnection	March 9, 2006

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	NOS Communications, Inc.	Interconnection	April 3, 2006
Southwestern Bell Telephone Company d/b/a AT&T OKLOHOMA	NOS Communications, Inc.	Interconnection	January 24, 2007
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	NOS Communications, Inc.	Interconnection	September 16, 2005

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		ZZUR2		$0.00			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		$0.000000	NA	NA	MOU

INTERCONNECTION AMENDMENT

BETWEEN

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

AND

NOS COMMUNICATIONS, INC.

Signature: eSigned - Joseph T. Koppy

Name: eSigned - Joseph T. Koppy
(Print or Type)

Title: CFO
(Print or Type)

Date: 10 Dec 2019

NOS Communications, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 10 Dec 2019

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

AMENDMENT TO THE AGREEMENT BETWEEN NOS COMMUNICATIONS, 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 NOS Communications, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed December 22, 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 Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

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.

PRICING SHEETS

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	I
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

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
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	I
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	I
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