

**RESALE AGREEMENT BETWEEN  
PACIFIC BELL AND NOS COMMUNICATIONS, INC.**

This Agreement is between Pacific Bell, a California corporation, ("PACIFIC") and NOS Communications, Inc, a Maryland corporation, ("CLEC") (collectively, "the Parties") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the purchase by CLEC of certain PACIFIC retail telecommunications services, and certain other services, for resale by CLEC to its local exchange end users in the State of California. Therefore, the Parties hereby agree as follows:

The geographic SCOPE of this Agreement shall include all exchanges served by PACIFIC where PACIFIC serves as the incumbent Independent Local Exchange Carrier in the State of California. This Agreement shall exclusively govern CLEC's purchases of the services which are the subject of this Agreement, including any Appendices, Exhibits, Attachments and/or Amendments hereto. By entering this Agreement CLEC agrees that it is purchasing services pursuant to this Agreement and not pursuant to Schedule Cal. P.U.C. 175-T and shall continue to abide by all of the terms set forth in this Agreement unless terminated as provided herein.

**I. DESCRIPTION AND CHARGES FOR SERVICES**

- A. Attached hereto as Exhibit A is a list of Telecommunications Services currently available for resale at the wholesale discount rate 17% off the retail rate for each service as determined by the Commission through Arbitration Order 96-08-040, and Decision 97-08-059. Except as otherwise expressed herein and consistent with PACIFIC's obligation under § 251(c)(4)(A) of the Act, CLEC may resell other Telecommunications Services offered by PACIFIC and not listed in Exhibit A. Exhibit B contains a list of other services available for resale and the applicable discount, if any.
- B. PACIFIC shall make available to CLEC the following PACIFIC telecommunications services at PACIFIC's tariffed rate for each service (or in the event a service is not tariffed, at the rate PACIFIC charges its subscribers, except as otherwise provided herein):
- Construction Charges
  - Access Services
  - Wireless Carrier Interconnection Services
  - Supercedure

- C. PACIFIC shall not be required to offer other products and services for resale pursuant to C.P.U.C. Decision 97-08-076 and D. 97-08-059.
- D. Grandfathered services are also available for resale at the applicable wholesale discount, but only when provided to the same customer(s), and under the same terms and conditions by which PACIFIC offers the service to such customer(s) when they were PACIFIC end users.
- E. Telecommunications Services as defined by the Act will be resold to CLEC on terms and conditions that are reasonable and nondiscriminatory, as provided for in this agreement.

## II. TERMS AND CONDITIONS FOR RESALE OF SERVICES

The following terms and conditions are applicable to all services purchased under this Agreement.

### A. Permitted Use of Resold Services by CLEC and Its End Users

1. For services included in this Agreement which are offered through tariffs by PACIFIC to PACIFIC's end users, the rules and regulations associated with PACIFIC's retail Tariff shall apply except for applicable resale restrictions and except as otherwise provided herein. Use limitations shall be in parity with services offered by PACIFIC to its end users.
2. All deployed features and functions of PACIFIC's Centrex Service offered to any PACIFIC end user, whether offered under tariff or otherwise, shall be available to CLEC, where deployed, for resale, without any customer class restrictions other than those which may be imposed by applicable FCC or C.P.U.C. orders, including Commission Decision 96-03-020, 97-08-059 and 97-08-076. All service levels and features of Centrex Service provided by PACIFIC for resale shall be at parity to those provided to PACIFIC's end users. Centrex service is only offered for resale as a single business system to a single business end user and not for aggregating toll, including "joint use" or shared use from unrelated end users (C.P.U.C. decision No. 96-03-020).
3. Except where otherwise explicitly provided in the corresponding tariffs, or except where PACIFIC permits such sharing by its own end users, CLEC shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end

users onto a single service. CLEC shall only resell services purchased under this Agreement to the same class of end users to whom PACIFIC sells such services (e.g. residence service shall not be resold to business end users). Further, to the extent CLEC resells services that require certification on the part of the subscriber, CLEC will ensure that the end user has obtained proper certification and complies with all rules and regulations as established by the Commission.

4. An end user account may be considered an "Exception Account," for purposes of this Agreement, when certain conditions exist (e.g. Deaf and Disabled equipment has been provided, tax exemptions exist, or, participation in other programs which provide for reduced or special rates or subsidies).

In order to determine whether an account shall be considered an "exception" account, PACIFIC shall forward the account information to CLEC which shall identify if a specific end-user is currently eligible and participating in such programs. Such information shall be provided by PACIFIC in an agreed upon format in accordance with the procedures set forth in this Agreement.

5. PACIFIC retail promotions of less than or equal to ninety (90) days are not available to the CLEC for resale.
6. CLEC shall not use a resold service to avoid the rates, terms and conditions of PACIFIC's tariffs.
7. CLEC shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other carriers. 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.
8. If CLEC or CLEC's end user is found to be in violation of a provision of this Agreement or of PACIFIC's corresponding tariffs, PACIFIC shall notify CLEC of the violation in writing of the specific provision being violated. At such time, CLEC shall have up to thirty (30) days to correct the violation and notify PACIFIC in writing that the violation has been corrected. PACIFIC shall then bill CLEC for the charges which should have been collected by PACIFIC or the actual revenues collected by

CLEC from its end users for the stated violation, whichever is greater. If CLEC disputes the violation, it shall notify PACIFIC in writing within fourteen (14) days of receipt of notice from PACIFIC. Disputes shall be resolved as outlined in the Dispute Resolution section of the Agreement. PACIFIC, however, reserves the right to take immediate steps to prevent harm to its network, its own end users, or end users of another CLEC if the actions of CLECs end user is causing such harm. PACIFIC will also immediately notify CLEC of it's intent to institute such actions.

9. An End User Common Line (EUCL) charge and other mandated end user charges will continue to apply on a per line basis for each local exchange service resold under this Agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 128, also apply. These charges will be billed by PACIFIC to CLEC and CLEC shall have the responsibility to remit payment to PACIFIC.
10. CLEC shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. CLEC shall pay for PIC changes at the tariffed rate.
11. PACIFIC is not required to make services available for resale at wholesale rates to CLEC for its own use or to CLEC's affiliates, subsidiaries, predecessors, successors, assignees or anyone or any entity claiming by or through CLEC.

B. Use of PACIFIC Trademarks

Except where otherwise required by law, CLEC shall not, without PACIFIC's written authorization, offer the services covered by this Agreement using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of PACIFIC or its affiliates. CLEC shall not state or imply that there is any joint business association or similar arrangement with PACIFIC in the provision of telecommunications services to CLEC's own end users. CLEC may brand services included in this Agreement with its own brand name, but PACIFIC shall not be responsible for providing such branding (except as described in Section VII. F. 1, 2 and 3, herein).

C. Network and Service Order Conditions

1. PACIFIC shall provide the services covered by this Agreement subject to availability of existing facilities and on a nondiscriminatory basis. CLEC shall resell the services provided herein only in those service areas in which such resold services or any feature or capability thereof are offered at retail by PACIFIC as the incumbent local exchange carrier to its end users subject to the same terms, conditions, and operational limitations as PACIFIC applies to its own similarly situated end user subscribers.
2. When CLEC converts an end user's service and adds or changes are made to the network, the normal service order charges and/or non recurring charges associated with said additions and/or changes will apply. Charges for end user "Change over", when a PACIFIC end user subscribes to CLEC service of the same type, including recurring and non-recurring charges, are subject to C.P.U.C. requirements and ruling. At such time as PACIFIC is permitted to charge "change over" or "conversion" charges, such charges will immediately become applicable to all service order activity after that date and become part of this agreement. PACIFIC shall notify the CLEC prior to when such charges shall become effective.
3. For the purposes of ordering new residence service under this Agreement, each request for service shall be handled as a separate and initial request for service per billable telephone number. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on PACIFIC's network, regardless of the non-facilities based Local Service Provider of record.

III. ADDITIONAL SERVICES

A. E911

1. Access to E911 services shall be made available to CLEC's end users. E911 service provides Automatic Number Identification (ANI) which displays the originating caller's telephone number at the Public Safety Answering Point (PSAP) and Automatic Locator Identification (ALI) which displays the street address of the calling party on an ALI screen at the PSAP. CLEC will be responsible for

collecting and remitting all applicable E911 surcharges on a per line basis to the PSAP as outlined in Schedule Cal. P.U.C. Tariff No. 9A.

B. Dialing Parity

1. Local Dialing Parity

PACIFIC agrees that local dialing parity shall be available to CLEC. That is, where end users of PACIFIC and end users of CLEC shall have the same exchange boundaries, such end users shall be able to dial the same number of digits when making a “local” call as do PACIFIC’s similarly situated end user subscribers.

2. IntraLATA Toll Dialing Parity.

PACIFIC agrees to make IntraLATA toll dialing parity available in accordance with Section 251(b)(3) of the Telecommunications Act of 1996 and in accordance with the rules and guidelines issues by the C.P.U.C and FCC.

C. White Page Directories: Listings, Distribution and Information Page

1. CLEC’s subscribers to basic residential and business service will receive a single basic listing in PACIFIC’s White Pages directories in the same form and under the same conditions as PACIFIC provides to its subscribers.

a. Subscriber listing information on resold lines shall remain the property of PACIFIC. Upon receipt of a request from a third party directory publisher, for subscriber listing information, PACIFIC will provide to that third party directory publisher CLEC subscriber’s listing information on an interfiled basis and indistinguishable from PACIFIC’s subscriber listing information.

b. Each CLEC subscriber will receive one copy of PACIFIC’s White Pages directory, and a Yellow Pages directory when cobound with the White Pages, in the same manner and at the same time that they are provided to PACIFIC’s subscribers. It is the Parties’ expectation that separately

bound Pacific Bell Yellow Pages directories will be delivered in the same manner and at the same time to CLEC's subscribers as to PACIFIC's subscribers.

- c. If a current PACIFIC directory has previously been provided to a CLEC end user, PACIFIC shall not be required to deliver a directory to that end user until new directories are published and delivered for that end user's location.
- d. The listings and directories described above are included in the wholesale price PACIFIC charges for basic local service and will be provided by PACIFIC at no additional charges.
- e. Additional Listing Services (e.g. non-published) can be purchased by CLEC for its end users on a per listing basis. CLEC shall pay PACIFIC for all such listings provided to CLEC's end users. The discounts applicable to listing services are contained in the corresponding tariff.
- f. CLEC hereby agrees to indemnify, defend, and hold harmless PACIFIC from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. Not with standing the above, to the extent CLEC reimburses its end user subscriber any listing charge due to errors or omissions caused directly by PACIFIC, PACIFIC shall reimburse CLEC no more than any associated wholesale rate.

2. Information Page

- a. At CLEC's request, PACIFIC shall include in the "Informational Page" section of PACIFIC's White Pages directory, for those geographical areas in which CLEC provides local exchange services, CLEC's customer contact information regarding emergency services, billing and service information, repair services and other pertinent

information similar to that provided by PACIFIC in its "Informational Pages." Such information shall be included on the same page with other CLEC information.

- b. At CLEC's option, PACIFIC shall include a single "Informational Page" (one side of one page) in the informational section of the White Pages directory covering a geographic area where a CLEC provides local exchange service. This page shall be no different in style, size, color and format than PACIFIC "Informational Pages." Sixty (60) days prior to the directory close date, CLEC shall provide to PACIFIC the "Informational Page" in the form of camera-ready copy. The charges associated with this service vary from geographic market to market, and are charged outside this Agreement. Neither Party's content can contain puffery or rate comparisons of other companies.

D. Directory Assistance (DA)

PACIFIC shall include CLEC's end user listing in its Directory Assistance database. PACIFIC will provide Directory Assistance service to CLEC in parity with PACIFIC's offering of Directory Assistance to its end users.

PACIFIC will not include Subscriber List Information of published CLEC local exchange customers in PACIFIC's Telephone Directory Reproductions Rights Service, unless CLEC authorizes release of its' Subscriber List Information to independent directory publications. PACIFIC will include the Subscriber List Information of CLEC local exchange customers in PACIFIC's voice and electronic Directory Assistance services.

E. Operator Services (OS)

1. PACIFIC shall provide access to PACIFIC'S Operator Services for CLEC's end users. CLEC shall pay the charges associated with the use of such services by it's end users. The discounts applicable to such services are PACIFIC'S retail rates less the applicable resale discount, and referenced in Exhibit A.
2. The Operator Assistance calls will be unbranded, with no reference, express or implied to PACIFIC. When PACIFIC has the ability to brand Operator Service with CLEC's brand, PACIFIC shall make such capability available to CLEC as outlined in Sec.



VII.F. When PACIFIC has the capability to quote call time and charges for any CLEC, PACIFIC shall make that capability available to CLEC as outlined in Sec. VII.F.

F. Payphone Services

1. CLEC may enter the business of providing local telecommunications services to payphone service providers (PSPs) for PSPs' use in providing payphone service. Local telecommunications services which PSPs use in providing and which are provided to PSPs by CLEC by means of reselling those of PACIFIC's services offered pursuant to Cal. P.U.C. 175-T are referred to in this Agreement as "Payphone Lines". In its Common Carrier Docket No. 96-128, the Federal Communications Commission ("FCC") has ordered PACIFIC to compensate PSP customers of CLECs that resell PACIFIC's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation".
2. The Parties desire that PACIFIC satisfy its obligation to pay Payphone Compensation to Payphone Service Providers (PSPs) who are customers of CLEC by paying the Payphone Compensation to the CLEC who will then forward the Payphone Compensation directly to the PSPs.

IV. RESPONSIBILITIES OF PACIFIC

- A. PACIFIC shall allow CLEC to place service orders and receive phone number assignments (for new service). These service order activities shall be accomplished by facsimile or electronic interface when such interface is established. Whether by facsimile or electronic interface, service orders shall be formatted to specifications to CLEC by PACIFIC. PACIFIC shall provide interface specifications for electronic access for these functions to CLEC once such electronic interfaces become technically feasible and are in place. CLEC shall be responsible for modifying and connecting any of its systems with PACIFIC provided interfaces when such interfaces become available, as outlined in Appendix OSS.
- B. CLEC will have the ability to report trouble for its end users to the PACIFIC Local Operations Center 24 hours a day, 7 days a week. CLEC end users calling PACIFIC may be referred to CLEC at the number

provided by CLEC. PACIFIC shall at all times be responsible for the repair and maintenance of its network. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch PACIFIC's network facilities, including those on end user premises.

Methods and procedures for ordering and trouble reporting are outlined in PACIFIC's CLEC Handbook as amended by PACIFIC from time to time. Both parties agree to abide by the procedures contained therein.

- C. On no less than sixty (60) days advance written notice, CLEC may request PACIFIC to make certain usage information available to CLEC on a daily basis in a standard electronic format. The information will include, but is not limited to, usage sensitive billable records that PACIFIC will bill to CLEC arising out of the use of resold lines per C.P.U.C. ruling or requirement. CLEC agrees to pay PACIFIC any charges as required by C.P.U.C. mandate or ruling, plus any other charges outlined in Appendix OSS.
- D. Subject to any future order of the FCC which obligates PACIFIC to pay an amount different from the following, PACIFIC will pay Payphone Compensation due with respect to the Payphone lines in the amount of \$0.284 per call. PACIFIC will pay to CLEC such Payphone Compensation only for (i) intraLATA subscriber 800 calls for which PACIFIC provides the 800 service to the subscriber and carries the call and (ii) intraLATA calls placed using PACIFIC's prepaid calling card platform and carried by PACIFIC. PACIFIC will not pay to CLEC any Payphone Compensation for non sent paid calls.
  - 1. PACIFIC will pay to CLEC the Payphone Compensation due to CLEC Customer (PSP) within sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made. However, payment may be made later than sixty (60) days if PACIFIC deems it necessary to investigate a call or calls for possible fraud. To the extent to which PACIFIC's first payment includes Payphone Compensation for calls made prior to any calendar quarter which ended thirty (30) days after this Agreement takes effect and will include as Payphone Compensation under this Agreement an amount equal to the Payphone Compensation which would have been due to CLEC under this Agreement had this Agreement taken effect on October 7, 1997.

2. PACIFIC will make any payment due to CLEC under this Agreement by crediting CLEC's bill for the Payphone Line over which the call which give rise to the Payphone Compensation is placed. PACIFIC will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to PACIFIC on the bill.
3. Nothing in this Agreement entitles CLEC to receive or obligates PACIFIC to provide any call detail or other call record.

V. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

A. Cooperation on Fraud

PACIFIC shall not be liable to CLEC for any fraudulent usage on CLEC's end users' accounts.

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.

At a minimum, such cooperation shall include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges, when such end user seeks service from the other Party. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

B. Fraud Alert Referral

Fraud Alert Referral is a service that monitors traffic patterns associated with a CLEC's resold line. On no less than 30 days written notice, CLEC may order PACIFIC's Fraud Alert referral service. Pacific notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA and interLATA fraud. PACIFIC agrees to furnish CLEC with information on all 1+ and 0+ fraud alerts. CLEC understands and agrees that electronic mail will be used to provide such information and such information will only be available via electronic mail at the present time. It is the responsibility of the CLEC to provide PACIFIC with the correct email address. After the initial non-recurring charge, information will be provided on per-Alert Referral basis and will be priced on a per-Alert Referral basis. PACIFIC grants to CLEC a non-exclusive right to use the information provided by PACIFIC. CLEC will not permit anyone but its

duly authorized employees or agents to inspect or use this information. CLEC agrees to pay PACIFIC a non-recurring charge of seven hundred dollars (\$700.00) to order the service, and recurring usage charge of eleven dollars and ten cents (\$11.10) per Alert Referral.

VI. CHANGES IN SUBSCRIBER CARRIER SELECTIONS

A. Prior to submitting an order under this Agreement, CLEC shall obtain end user authorization as required by applicable state or federal laws and regulations, and assumes responsibility for applicable charges as specified in Section 258 (b) of the Telecommunications Act of 1996. PACIFIC shall abide by the same applicable laws and regulations when converting CLEC end users to its own retail services.

B. Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies PACIFIC or CLEC that the end user requests local exchange service, the Party receiving such request shall be free to provide service to such end user, except in those instances where the end user's account is local PIC protected. It is the responsibility of the end user to provide written authorization to the current provider of record to remove local service provider protection before any changes in local exchange service provider are processed.

PACIFIC shall be free to connect the end user to any local service provider based upon the local service provider's request and the local service provider's assurance that proper end user authorization has been obtained. Both Parties shall make authorization available to the other Party upon request and at no charge.

C. When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, PACIFIC is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

D. 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. If PACIFIC, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, PACIFIC shall charge CLEC a fifty dollar (\$50) investigation fee.

E. Should PACIFIC receive an order from CLEC for services under this Agreement, and PACIFIC is currently providing the same services to another Competitive Local Exchange Carrier for the same end user, CLEC

agrees that PACIFIC may notify the end user's Competitive Local Exchange Carrier of record of such order coincident with processing the order. If PACIFIC receives an order from another Competitive Local Exchange Carrier for an end user for whom CLEC is the current CLEC of record for the same services, and if CLEC subscribes to the CARE Report, as described below, then PACIFIC shall notify CLEC of such order coincident with processing such order by providing CLEC with the Industry Standard Transaction Codes and Status Indicators (#4205 and #4203), or CARE Report. In either scenario it shall be the responsibility of both CLECs to resolve any issues related to the end user. This paragraph shall not apply to new or additional lines and services purchased by an end user from multiple CLECs or from PACIFIC.

- F. On no less than sixty (60) days notice, CLEC may request the CARE Report as outlined below. Via such report, PACIFIC agrees to furnish to CLEC the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected CLEC's service. CLEC understands and agrees that the CARE interface will be used to provide such information and such information will be available via the CARE electronic data transmission, or paper or magnetic tape medium when electronic interface is not established. Information will be provided on a per-WTN basis to be priced on a per-WTN basis. PACIFIC will provide CLEC no less than thirty (30) days notice prior to any change of the per-WTN charge. PACIFIC grants to CLEC a non-exclusive right to use the information provided by PACIFIC. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. The charge for this service will be \$0.10 per WTN.
- G. The CLEC agrees to indemnify, defend and hold harmless PACIFIC against any and all liability and claims, including reasonable attorney's fees, that may result from PACIFIC acting under this Article.
- H. Nothing herein shall be interpreted to apply to conversion of CLEC end users pursuant to Article XII. (Termination of Service to CLEC).

## VII. ADDITIONAL RESPONSIBILITIES OF CLEC

### A. Payment of Rates and Charges

- 1. CLEC is solely responsible for the payment of charges for all services furnished under this Agreement including, but not limited to, calls originated or accepted at CLEC's location and its end users' service locations, with the exception of any retail services

provided directly by PACIFIC to the end user which PACIFIC shall be responsible for billing.

Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by PACIFIC 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 PACIFIC.

In accordance with industry standards, IXC PIC selections for lines resold to CLEC will not be processed if received from IXCs or end users, but will only be processed if received from CLEC.

2. PACIFIC shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by CLEC. All applicable rates and charges for such services will be billed to and shall be the responsibility of CLEC, with the exception of other retail services provided directly to the end user by PACIFIC as described in paragraph 1 above.
3. Compensation for all services shall be paid by CLEC regardless of CLEC's ability or inability to collect charges from its end user for such service.
4. If CLEC does not wish to be responsible for collect, third number billed, toll and information services (e.g., 900, 976) calls, it must order the appropriate blocking for resold lines under this Agreement and pay any applicable charges. Depending on the origination point, some calls may bypass the blocking systems. CLEC acknowledges this limitation and understands that CLEC is responsible for any charges associated with such calls. CLEC acknowledges that blocking is not available for certain types of calls, including 800 numbers.
5. CLEC agrees to pay all costs associated with a CLEC name change.

6. Deposit Requirements

- a. If CLEC has not established a minimum of twelve (12) months good credit history with PACIFIC as a local service provider, CLEC shall remit a deposit in the amount of \$17,000 to PACIFIC prior to the furnishing of service under this Agreement. This deposit will be held by PACIFIC as a guarantee of payment of charges billed to CLEC. If CLEC has established a minimum of twelve (12) months good credit history with PACIFIC as a local service provider, PACIFIC shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Article VII, Section A, Paragraph 6(b) through (i) shall continue to apply for the term of this Agreement and any extension(s) hereof.
- b. Any cash deposit held by PACIFIC shall be credited to CLEC's account during the month following the expiration of twenty four (24) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter during the most recent twelve (12) months. For the purposes of this Article VII, Section A, Paragraph 6, interest will be calculated as defined by the applicable state tariff regulating retail deposits and shall be credited to CLEC's account on an annual basis.
- c. So long as CLEC maintains timely compliance with its payment obligations, PACIFIC will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, PACIFIC reserves the right to require additional deposit(s) in accordance with Article VII, Section A, Paragraphs 6(d) and 6(e) of this Agreement.
- d. If during the first six (6) months of operations under this Agreement, CLEC has been sent one delinquency notification letter by PACIFIC, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if the CLEC's actual billing average for a two month period exceeds the deposit amount held.
- e. Any time CLEC has been sent two delinquency notification letters by PACIFIC, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall

be increased if the CLEC's actual billing average for a two month period exceeds the deposit amount held.

- f. Whenever a deposit is re-evaluated as specified in Article VII, Section A, Paragraphs 6(d) and 6(e), above, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two month period plus the amount of any charges which would be applicable to transfer all then-existing resold service to PACIFIC in the event of CLEC's disconnection for non-payment of charges. The most recent three (3) months billing on all of CLEC's CBAs shall be used to calculate CLEC's monthly average.
- g. Whenever a deposit is re-evaluated as specified in Article VII, Section A, Paragraphs 6(d) and 6(e), above, CLEC shall remit the additional deposit amount to PACIFIC within thirty (30) calendar days of receipt of written notification from PACIFIC requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, PACIFIC shall begin the process set forth in Article XII, Section A of this Agreement. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Article XII, Section A of this Agreement, then PACIFIC shall begin the procedure(s) set forth in Article XII, Sections D, et seq. of this Agreement.
- h. This deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to PACIFIC. No interest shall be paid by PACIFIC for any deposit requirement satisfied in whole or in part by an irrevocable bank letter of credit.
- i. The fact that PACIFIC holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.



7. CLEC represents and warrants that the only PACIFIC services which CLEC will make available to PSPs as Payphone Lines are the services which PACIFIC offers pursuant to Schedule Cal. P.U.C. No. 175-T.

Except as provided otherwise in this paragraph, CLEC shall pay the entire amount of the Payphone Compensation due with respect to a Payphone Line to the PSP who is the CLEC Customer for the payphone line. CLEC shall make such payment on or before the last business day of the calendar quarter in which the call for which the Payphone Compensation is due to the PSP is made. If PACIFIC pays any Payphone Compensation to the CLEC later than sixty (60) days after the close of the calendar quarter in which the call for which Payphone Compensation is due is made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP who is the CLEC's customer for the Payphone Line within ten (10) business days after receiving such Payphone Compensation from PACIFIC.

CLEC shall indemnify, defend and hold harmless PACIFIC from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to any third party, including PSP, relating to or arising from any of the following:

- a. CLEC's failure to comply with all the terms and conditions of Sec. VIIA.,6, or
- b. Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service or
- c. False representation by CLEC.

B. Interfaces with PACIFIC

CLEC shall be responsible for modifying and connecting any of its systems with PACIFIC-provided interfaces as described in this Agreement.

C. Repair Contact Arrangements

1. CLEC shall be responsible for providing to its end users and to PACIFIC a telephone number or numbers that CLEC's end users can use to contact CLEC in the event of service or repair requests.

In the event that CLEC's end users contact PACIFIC with regard to such requests, PACIFIC shall inform the end user that they should call CLEC directly and may provide CLEC contact name and number.

2. PACIFIC will make available to CLEC an optional service, Repair Transfer Service (RTS). In the event a CLEC's end user dials 611 (811-8081 for Priority Business customers) for repair, PACIFIC will provide a recorded announcement of the CLEC name and number and PACIFIC will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to PACIFIC at least 30 days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes will be as follows:

<u>Change Request</u>	<u>Rate</u>
Recorded Name Announcement	\$2300.00
800/888 Telephone Number	\$ 750.00
Name Announcement & Tele Number	\$2400.00

D. CLEC Operating Company Number (OCN) / Alternate Exchange Carrier Number (AECN)

For the purposes of establishing service and providing efficient and consolidated billing to the CLEC, the CLEC is required to provide PACIFIC with its authorized and nationally recognized OCN/AECN.

E. Special Service Arrangements

For special service arrangements for CLEC not covered under this Agreement, special charges shall apply as provided in PACIFIC'S applicable tariffs.

F. Development of Branding and Customized Routing for Directory Assistance and Operator Services

1. Requirements - Pursuant to § 226 (b) of The Telecommunications Act of 1996, each provider of Operator Services is required to:

- a. provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
  - b. disclose immediately to the consumer, upon request a quote of its rates or charges for the call.
2. Call Branding Currently, PACIFIC is unable to provide unique branding for CLEC. All DA calls provided under this agreement will be unbranded. When PACIFIC has the capability to uniquely brand CLEC OS/DA calls, CLEC shall be required to brand its OS and DA calls and the Parties shall negotiate the specific price, terms and conditions for this service.
  3. Rate/Reference Information - Currently, PACIFIC is unable to provide CLEC unique Rate/Reference Information. When PACIFIC has the capability to provide CLEC unique Rate/Reference Information to CLECs, CLEC-specific rate quotes will only be provided when CLEC's OS\DA Rates exactly mirror PACIFIC's rates. To the extent CLEC provides PACIFIC its customer service center number, PACIFIC will provide such referral number to CLEC's End User customer for all other rate quotes.
  4. Customized Routing - PACIFIC shall also offer CLEC the opportunity to customize route DA/OS where technically feasible. CLEC must have dedicated transport at each end office where customized routing is requested. CLEC agrees to pay PACIFIC appropriate charges associated with customized routing on an ICB basis. PACIFIC shall provide access to PACIFIC's DA for CLEC's end users. At CLEC's option, PACIFIC shall provide the capability to route local Directory Assistance calls dialed via 411 by CLEC end users directly to the CLEC's network. Intralata FNPA 555-1212 Directory Assistance calls will remain with PACIFIC until Dialing Parity is implemented, at which time FNPA 555-1212 Directory Assistance calls will be routed to the Intralata toll provider (PIC 2).

G. Forecast

CLEC will provide forecasts to PACIFIC every January and July using the PACIFIC network information form, or a format mutually agreed to by the

Parties. These written forecasts will be based on the CLEC's best estimates and include all resale products CLEC will be ordering within the forecast period.

VIII. NONEXCLUSIVITY

This Agreement is nonexclusive. CLEC acknowledges that PACIFIC will be providing the same or similar services to other CLECs in accordance with negotiated agreements and/or tariffs which will be filed with the C.P.U.C.. CLEC also acknowledges that PACIFIC may, upon end user request, provide any and all of the services provided to CLEC under this Agreement directly to the end users. PACIFIC acknowledges that CLEC may obtain the same or similar services from other local exchange companies.

IX. SUPPORT SYSTEMS SERVICES

A. Support Systems Services

1. Transfer of Service Announcements (Intercept)

Upon request from CLEC, PACIFIC will provide an intercept referral message that includes any new CLEC end user telephone number on the same terms and conditions as provided to PACIFIC's end users.

2. Coordinated Repair Calls

PACIFIC shall be responsible for repairing its own network. However, CLEC shall maintain telephone numbers where its end user may call to report instances of trouble.

The Parties shall employ the following procedures for handling misdirected repair calls:

- a. The Parties shall inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.
- b. To the extent the correct provider can be determined, each Party shall refer misdirected repair calls to the proper provider of local exchange service, at no charge, and shall provide the end user the contact telephone number provided by the other Party.

In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.

- c. The Parties shall provide each other their respective repair contact numbers.
- d. Notwithstanding anything contained herein to the contrary, PACIFIC and CLEC agree that PACIFIC shall have no obligation to unbrand or rebrand the uniforms or training of its customer-contact employees, trucks, vehicles, any customer premises equipment or other customer-owned facilities or PACIFIC's outside plant or network components.
- e. Where CLEC requires PACIFIC personnel to interface directly with CLEC end user customers in any form of communication (including, but not limited to, written, face-to-face, by telephone or electronic transmission of any kind), such PACIFIC personnel shall be identified as PACIFIC employees representing the customer's provider.

B. Network Management Controls

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other. A FAX number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users.

C. Law Enforcement and Civil Process

PACIFIC and CLEC shall handle law enforcement requests as follows:

1. Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of

the other Party, it shall refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap and trace or form of intercept on that Party's own facilities, in which case that Party shall comply with any valid request.

2. Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting 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.

3. Emergencies

If a Party receives a request from a law enforcement agency to implement 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. In the case of the CLEC, the CLEC shall refer such request to PACIFIC and PACIFIC shall honor such request in accordance with this paragraph. Neither Party shall 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.

X. CALL TRACE

A CLEC end user's activation of Call Trace for a line purchased under this Agreement shall be handled by the PACIFIC Annoyance Call Bureau (ACB). Certain types of service do not work with Call Trace (see CLEC Handbook, sec. 103.3.5.1.7.2 for excluded products and services). Call Trace allows the End User to dial a code to automatically request that the caller's originating number, date and time of call, and date and time of end user initiation of Call Trace be recorded. The PACIFIC ACB retrieves and distributes the Call Trace information. The end user must report the annoyance calls to his/her local law enforcement agency. The PACIFIC ACB does not give the information from the calls to either the CLEC or end user.

XI. TAXES

CLEC shall be responsible for all federal, state or local, sales, use, excise or gross receipts taxes or fees imposed on or with respect to the services provided under this Agreement including those taxes and fees, imposed on PACIFIC. CLEC shall reimburse PACIFIC for the amount of any such taxes or fees which PACIFIC is required to pay or collect for services provided to CLEC hereunder. To the extent a sale is claimed to be eligible for resale tax exemption, the CLEC shall furnish PACIFIC a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the CLEC until such a time as the CLEC presents a valid certificate.

XII. TERMINATION OF SERVICE TO CLEC

- A. If CLEC fails to pay when due (within 30 days of the bill date), any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges) or miscellaneous charges, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, PACIFIC shall notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all Unpaid Charges to PACIFIC within fourteen (14) calendar days.
- B. If CLEC disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform PACIFIC in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to PACIFIC all undisputed charges; and pay all disputed charges into an interest bearing escrow account established by CLEC with third party escrow agent mutually agreed upon by the Parties.
- C. Disputes hereunder shall be resolved in accordance with the procedures identified in Article XVIII (Dispute Resolution). Failure of CLEC to pay charges deemed owed to PACIFIC after conclusion of the Arbitration shall be grounds for termination under this Article.
- D. If any CLEC charges remain unpaid or undisputed twenty-nine (29) days past the due date, PACIFIC shall notify CLEC, the C.P.U.C. in writing, that unless all charges are paid within sixteen (16) days, CLEC's service shall be disconnected and its end users shall be switched to PACIFIC local service. PACIFIC will also suspend order acceptance with the exception of disconnects on the same day that it sends the letter required by the preceding sentence.

- E. If any CLEC charges remain unpaid or undisputed forty (40) days past the due date, CLEC shall, at its sole expense, notify its end users and the C.P.U.C. that their service may be disconnected for CLEC failure to pay Unpaid Charges, and that its end users must select a new Competitive Local Exchange Carrier within five (5) days. The notice shall also advise the end user that PACIFIC will assume the end user's account at the end of the five (5) day period should the end user fail to select a new Competitive Local Exchange Carrier.
- F. If any CLEC charges remain unpaid or undisputed forty-five (45) days past the due date, PACIFIC shall disconnect CLEC and transfer all CLEC's end users who have not selected another Competitive Local Exchange Carrier directly to PACIFIC's service. These end users shall receive the same services provided through CLEC at the time of transfer. PACIFIC shall inform the C.P.U.C. of all end users transferred through this process. Applicable service establishment charges for switching end users from CLEC to PACIFIC shall be assessed to CLEC.
- G. Within five (5) days of the transfer (50 days past CLEC's due date), PACIFIC shall notify all affected end users that because of an CLEC's failure to pay, their service is now being provided by PACIFIC. PACIFIC shall also notify the end user that they have thirty (30) days to select a Competitive Local Exchange Carrier, after which time should the end user not select an CLEC, the end user's service shall be terminated.
- H. PACIFIC may discontinue service to CLEC upon failure to pay undisputed charges as provided in this section, and shall have no liability to CLEC or CLEC end users in the event of such disconnection.
- I. If any end user fails to select a Competitive Local Exchange Carrier within thirty (30) days of the change of providers (80 days past CLEC's due date), PACIFIC shall terminate the end user's service. PACIFIC shall notify the C.P.U.C. of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- J. Nothing herein shall be interpreted to obligate PACIFIC to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights PACIFIC may have with regard to such end users.
- K. After the letter required by Article XII, Section D has been sent to CLEC, PACIFIC shall not accept service orders from CLEC until all unpaid and undisputed charges have been paid. PACIFIC shall have the right to require payment of a deposit calculated in accordance with the provisions



of Article VII, Section A, Paragraph 6 of this Agreement prior to resuming acceptance of service orders from CLEC.

XIII. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, cable cuts, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of nonperformance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

XIV. LIMITATION OF LIABILITY

- A. With respect to any claim or suit arising out of PACIFIC's performance under this Agreement, by a CLEC or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, PACIFIC's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the CLEC for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. In no event shall PACIFIC be responsible for any special, indirect, consequential or exemplary damages. Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the CLEC or which arise from the use of CLEC-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon PACIFIC.
- B. PACIFIC shall have no liability to the end users of the CLEC for claims arising from the provision of the CLEC's service to its end users including, but not limited to, claims for interruption of service, quality of service or billing disputes, unless such loss is caused by PACIFIC's own

negligence or intentional misconduct in which case liability shall be limited as provided in paragraph A, above. In the case of any loss alleged or made by an end user of CLEC, CLEC shall defend and indemnify PACIFIC against any and all such claims or loss by its end users, unless the loss was caused by PACIFIC's sole negligence or intentional misconduct.

- C. CLEC hereby releases PACIFIC and agrees that it shall indemnify, defend and hold harmless PACIFIC with regard to any and all liability for damages due to errors or omissions in CLEC's subscriber listing information (including erroneous inclusion of nonpublished or nonlisted subscriber listing information) as such information is submitted by CLEC and for inclusion in the White Pages directory including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- D. CLEC agrees to indemnify, defend and hold harmless PACIFIC from any Loss arising out of PACIFIC's provision of 911 services or out of CLEC's end users' use of the 911 service, whether suffered, made, instituted, or asserted by CLEC or its end users, including for any personal injury or death of any person or persons, except for Loss which is the direct result of PACIFIC's own negligence or willful misconduct.
- E. CLEC shall indemnify and hold PACIFIC harmless from all claims and damages arising from the discontinuance of service for nonpayment to PACIFIC by the CLEC. Notice of discontinuance shall be as specified in the Substantive Rules of the State C.P.U.C..
- F. When the lines or services of other companies and carriers are used in providing service or establishing connections to and/or from points not reached by PACIFIC's lines, PACIFIC is not liable for any act or omission of the other companies or carriers.
- G. CLEC shall be responsible for any and damage to PACIFIC equipment or facilities caused by CLEC's own actions.

#### XV. NONDISCLOSURE

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of, data about each other's end users and each other's business as a result of this Agreement which will be designated as confidential by that Party. Each Party agrees (1) to treat all such data as strictly confidential and (2) to use such data only for purposes of performance under this Agreement. Each Party agrees not to disclose data on the other Party's end users or business which has been designated as confidential to any person without first securing the

written consent of the other Party. The foregoing shall not apply to information which is in the public domain.

If a court or governmental agency orders, or a third party requests, a Party to disclose or to provide any data or information covered by this Section, that Party will immediately inform the other Party of the order or request both by telephone and overnight mail before disclosing the data or information. Notification and consent requirements described above are not applicable in cases where a court order requires the production of toll billing records of an individual residence or business end user customer.

This section will not preclude the disclosure by the Parties of information or material described in this Section to consultants, agents, or attorneys representing the respective Parties or the appropriate regulatory bodies and their staff, provided that these third parties are bound by the same or comparable confidentiality requirements as the Parties to this Agreement. The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

Pursuant to Section 222 of the Act, both Parties agree to limit their use of proprietary information received from the other to the permitted purposes identified in the Act.

XVI. PUBLICITY

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 publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

XVII. ASSIGNMENT

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party (e.g., a conversion charge will apply per billable telephone number) and with such Party's prior written consent, which consent shall not be unreasonably withheld. Assignment without consent shall be grounds for immediate termination of this Agreement.

XVIII. DISPUTE RESOLUTION

A. Finality of Disputes

1. Except as otherwise specifically provided for 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.

B. Alternative to Litigation

1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, 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.

C. Commencing Dispute Resolution

1. Dispute Resolution shall commence upon the sending from one Party to the other of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

D. Informal Resolution of Disputes

1. When such written notice has been given, as required by Section C, Commencing Dispute Resolution, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

E. Formal Dispute Resolution

1. If the Parties are unable to resolve the dispute through the informal procedure described above in Section D, Informal Resolution of Disputes, then either Party may invoke the following formal Dispute Resolution procedures. Unless agreed upon by the Parties, formal dispute resolution procedures described below, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating dispute resolution under Section C, Commencing Dispute Resolution.
2. Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section F, Arbitration below:
  - a. All unresolved billing disputes involving one (1) percent or less of the amounts charged to CLEC by PACIFIC under this Agreement during the Contract Year in which the dispute arises. During the first Contract Year the Parties will annualize the initial months up to one year.
  - b. All other claims involving one (1) percent or less of the amounts charged to CLEC by PACIFIC under this Agreement during the Contract Year in which the matter in dispute arises, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute. During the first Contract Year the Parties will annualize the initial months up to one year.
3. Claims Subject to Elective Arbitration. The following claims will be subject to arbitration pursuant to Section F, Arbitration if, and only if, the claim is not settled through informal dispute resolution and both parties agree to arbitration. If both parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.
  - a. All unresolved billing disputes involving more than one (1) percent of the amounts charged to CLEC by PACIFIC under this Agreement during the Contract Year in which the matter in dispute arises, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligation relating to the matter in dispute. During the first

Contract Year the Parties will annualize the initial months up to one year.

- b. All other claims involving more than one (1) percent of the amounts charged to CLEC by PACIFIC under this Agreement during the Contract Year in which the matter in dispute arises, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute. During the first Contract Year the Parties will annualize the initial months up to one year.

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

- a. Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.
- b. Actions to compel compliance with the Dispute Resolution process.
- c. All claims arising under federal or state statute(s), including, but not limited to, antitrust claims.

F. Arbitration

- 1. Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Each arbitration will be held in Dallas, Texas, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (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 thirty (30) days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential

damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrator shall be knowledgeable of telecommunications issues. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

G. Billing Disputes

1. The following provisions apply specifically to billing disputes.
  - a. The Parties agree that all bills, including bills disputed in whole or in part, are to be paid when due, that interest applies to all overdue invoices as set forth in the applicable provisions of this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in the applicable provisions of this Agreement.
  - b. 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 Section XVIII, Dispute Resolution.
  - c. Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section D, Informal Resolution of Disputes. The parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, or, if the charges have been subject to the bill closure process described in Section E, Formal Dispute Resolution, above, within sixty (60)

calendar days of the closure of the billing period covered by such bill closure process.

H. No Conflict

1. The Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

XIX. VERIFICATION REVIEWS

Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a period of time no less than twenty-four (24) months from the date such records are created and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

Each Party's right to access information for verification review purposes is limited to data not in excess of 24 months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either



Party involved with a verification review shall be subject to the nondisclosure terms of this Agreement.

The Party requesting a verification review shall fully bear its costs associated with conducting the review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, as its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of reviewing Party.

XX. COMPLIANCE WITH LAWS

The Parties believe in good faith that the Services to be provided under this Agreement satisfy the requirements of the Act. In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the Services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement, either Party may terminate this Agreement, without penalty, effective the day the affected Party is ordered to implement the modifications deemed required, or effective on the day either Party concludes and gives notice that the Parties will not be able to arrive at any agreement respecting such modifications, whichever date shall occur earlier.

This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the C.P.U.C. and the FCC as a compliance filing, and the Parties will specifically request that the C.P.U.C. and the FCC refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. In the event the C.P.U.C. or the FCC rejects any portion or provision of this Agreement or subsequently issues a ruling or order that results in a provision being contrary to law, or is invalid for any reason, the parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or subsequently determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an end user. So long as the Agreement remains in effect, the Parties shall not advocate before any legislative, regulatory, or other public forum that any terms of this specific Agreement be modified or eliminated. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other

public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

XXI. CERTIFICATION REQUIREMENTS

CLEC warrants that it has obtained all certifications required in those jurisdictions in which CLEC has ordered services pursuant to this Agreement. Subject to restrictions in Article II.A. (Permitted Use of Resold Service by CLEC and Its End Users), CLEC covenants that any originating service provider utilizing the resold services under this Agreement has obtained all required certification.

Upon request by any governmental entity, the CLEC agrees to provide proof of certification.

XXII. EFFECT OF OTHER AGREEMENTS

The Parties agree that pursuant to the requirements of the Telecommunications Act of 1996, a Party shall treat the other Party no less favorably than it treats similarly situated Competitive Local Exchange Carriers with whom such Party has an operational interconnection or resale agreement which has been approved by the State PUC. If either Party enters into an agreement (the "Other Agreement") approved by the C.P.U.C. pursuant to Section 252 of the Act under which such Party provides arrangements covered in this Agreement to another requesting Telecommunications Carrier, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement by replacing this Agreement in its entirety with the Other Agreement and submitting the new agreement to the C.P.U.C. for filing and approval.

XXIII. NOTIFICATION

PACIFIC will notify CLEC of any changes in the prices, terms and conditions under which PACIFIC 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, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the C.P.U.C., or, in situations where a tariff filing is not so transmitted, 60 days prior to the expected effective date of such change.

With regard to new services, the notification shall advise CLEC of the category in which such new service shall be placed and the discount applicable to the new service.

PACIFIC currently uses the Accessible Letter process to notify CLEC of such changes to the services available for resale. Any change to the process of notification to the CLEC will provide no less notice than the current Accessible Letter process.

XXIV. NOTICES

In the event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

To CLEC:	To PACIFIC:
NOS Communications, Inc.	Account Manager - LPAT
Marlo Oliver, Attorney	Pacific Bell
4380 Boulder Highway	370 3 <sup>rd</sup> Street, Room 716
Las Vegas, Nevada 89121	San Francisco, CA 94107
Telephone No. (702) 547-8692	

XXV. BENEFICIARIES

This Agreement shall not provide any nonparty with any remedy, claim, cause of action or other right.

XXVI. TERM

PACIFIC and CLEC agree that the initial term of this Agreement shall be for 90 days, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, at least 60 days in advance of the date of termination. At the conclusion of the first term, this Agreement shall continue without interruption unless terminated by either Party or superseded by a new Agreement between the Parties. By mutual agreement, PACIFIC and CLEC may amend this Agreement to modify the term of this Agreement. Where CLEC has not made arrangements to provide service over its own facilities to its end users, the notification and transfer of end user procedures outlined in Article XII. D and-F. (Termination of service to CLEC) shall apply.

XXVII. EFFECTIVE DATE

The effective date of this Agreement shall be ten (10) days after the date that the C.P.U.C approves this Agreement.

XXVIII. WAIVER

The failure of either Party to enforce or insist that the other Party comply with any of the terms or conditions of this Agreement, or the waiver by either Party in

a particular instance of any of the terms and conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but the Agreement shall be and remain at all times in full force and effect.

XXIX. DISCLAIMER OF WARRANTIES

PACIFIC MAKES NO REPRESENTATION 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, PACIFIC ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY CLEC WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

XXX. RELATIONSHIP OF THE PARTIES

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

XXXI. COMPLETE TERMS

Unless otherwise agreed, if the designated Party fails to file the jointly signed agreement with the C.P.U.C. within thirty (30) days of both Parties signatures, then the signed agreement is null and no longer valid. If the contract becomes null, either Party can initiate negotiations to a new agreement.

This Agreement, together with its exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties.

The corresponding tariffs and this Agreement (including the exhibits) contain all of the applicable rates and charges to be paid by the CLEC to PACIFIC in connection with PACIFIC's provision of telecommunications service to CLEC for Resale to its end user customers.

Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

By their signatures in the space provided below, CLEC and PACIFIC indicate their acceptance of this Agreement. This agreement shall not bind CLEC and PACIFIC until executed by both Parties. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

By entering into this Agreement CLEC agrees that it is purchasing services pursuant to this Agreement and not Schedule Cal. P.U.C. 175-T and shall continue to abide by all terms of this Agreement unless terminated as provided herein.

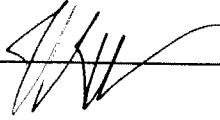
THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

**NOS COMMUNICATIONS, INC.**

**PACIFIC BELL**

By it's agent,  
SBC TELECOMMUNICATIONS, INC.

Signature



Signature



Printed Name

Joe Kopy

Printed Name

Larry B. Cooper

Title

President

Title: President - Industry Markets

Date

11-24-98

Date

12-28-98

AECN#

OCN#

7519

**RESALE AGREEMENT BETWEEN  
PACIFIC BELL  
AND NOS COMMUNICATIONS, INC.**

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**TARIFFED RESALE PRODUCTS****RESALE DISCOUNTS**

	<u>RECURRING</u>	<u>NON- RECURRING</u>
<b><u>LOCAL EXCHANGE SERVICE</u></b>		
Individual Line Measured Rate Residence Service	17%	17%
Individual Line Measured Rate Business Service	17%	17%
Individual Line Flat Rate Residence Service	17%	17%
Farmer Line Service	17%	17%
<b><u>LOCAL USAGE, ZUM, and EAS</u></b>		
<b><u>VERTICAL SERVICES</u></b>		
Three Way Calling	17%	17%
Call Forwarding	17%	17%
Busy Call Forwarding	17%	17%
Delayed Call Forwarding	17%	17%
Remote Access to Call Forwarding	17%	17%
Call Screen	17%	17%
Select Call Forwarding	17%	17%
Priority Ringing	17%	17%
Repeat Dialing	17%	17%
Call Return	17%	17%
Caller ID	17%	17%
Call Waiting	17%	17%
Speed Calling - 8 code capacity	17%	17%
Speed Calling - 30 code capacity	17%	17%
Intercom	17%	17%
Intercom Plus	17%	17%
Call Trace	17%	17%
Caller ID on Analog Centrex Lines	17%	17%
Caller ID on PBX Lines	17%	17%
Caller ID on Dedicated Custom 8 Service	17%	17%
Direct Connect	17%	17%
Usage Sensitive Custom Calling Services	17%	17%
Premiere Communications Systems - Resale	17%	17%
Remote Call Forwarding	17%	17%
Direct Connect	17%	17%
<b><u>CENTREX</u></b>		
Hunting Service	17%	17%
Airport Intercommunicating Service	17%	17%
Central Office Electronic Tandem Switching	17%	17%
Centrex ISDN	17%	17%

**TARIFFED RESALE PRODUCTS****RESALE DISCOUNTS**

	<u>RECURRING</u>	<u>NON-RECURRING</u>
<b><u>ISDN</u></b>		
ISDN- BRI	17%	17%
Primary Rate ISDN (PRI)	17%	17%
Personal ISDN	17%	17%
Centrex ISDN		
<b><u>TOLL</u></b>		
Local Plus (Intralata Toll)	17%	17%
Two-Point Message Telecommunications Service (Local Toll)	17%	17%
Express Call Completion	17%	17%
CUSTOM 8 Toll Free Service (grandfathered)_____	17%	17%
Dedicated Access Line	17%	17%
Custom 8 Digital Data	17%	17%
EASY 8 Toll Free Service	17%	17%
Easy 8 Digital Data	17%	17%
Easy 8 Directory Assistance Listing	17%	17%
California 976	17%	17%
California 900	17%	17%
Information Services Call Blocking	17%	17%
<b><u>OPTIONAL TOLL CALLING PLANS</u></b>		
Resale Residence Usage Discount- Direct Discount	17%	17%
Resale Residence Usage Discount- Service Area	17%	17%
Resale Residence Usage Discount- Community	17%	17%
Resale Residence Usage Discount- Easy Saver	17%	17%
Resale Residence Usage Discount- Saver 60	17%	17%
Resale Residence Usage Discount- Saver Plus	17%	17%
Resale Business Usage Discount- Direct Discount	17%	17%
Resale Business Usage Discount- Plan 50	17%	17%
Resale Business Usage Discount- Plan 1000	17%	17%
Resale Business Usage Discount- Volume Discount	17%	17%
Resale Business Usage Discount - Plus	17%	17%
<b><u>DIRECTORY ASSISTANCE</u></b>		
CVN Service	17%	17%
<b><u>TRUNKS</u></b>		
Flat Rate Trunk	17%	17%
Trunk Line Service	17%	17%

**TARIFFED RESALE PRODUCTS****RESALE DISCOUNTS**

	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>OTHER</u></b>		
Number Retention Service	17%	17%
Number Referral Service	17%	17%
Number Services (Personalized TNs)	17%	17%
Voice Based Information Services	17%	17%
Supplemental Billing	17%	17%
Promotional Pricing (90 days +)	17%	17%
Private Branch Exchange Services	17%	17%
Short Duration Service	17%	17%
Grandfathered Services	17%	17%
Message Waiting Indicator (MWI++)	17%	17%
Call Forwarding Busy Line	17%	17%
Call Forwarding/ Don't Answer	17%	17%
Call Forwarding Busy Line/ Don't Answer	17%	17%
Foreign Exchange Service	17%	17%
Foreign Prefix Service	17%	17%
Off Premise Extensions	17%	17%
Operator Services and Directory Assistance	17%	17%
<b><u>TELEPHONE ANSWERING SERVICE</u></b>		
Secretarial Answering Service	17%	17%
Occasional Service	17%	17%
Concentrator- Identifier Service	17%	17%
Answering Line Service	17%	17%
<b><u>DIRECT INWARD DIALING SERVICE</u></b>		
Tie Line Service	17%	17%
Interexchange Channel	17%	17%
Directory Listings Alternate User Listings	17%	17%
Business Individual Line Service	17%	17%
Premium Subscriber Plan	17%	17%
Premiere Subscriber Plan	17%	17%
Power Distribution Alarm And Control System	17%	17%
Custom Virtual Network	17%	17%
WATS Service	17%	17%
Basic Service Elements and	17%	17%
Complementary Network Services		
Business Answering Lines	17%	17%
Short Duration Service	17%	17%

**NON-TELECOMMUNICATION SERVICES**

**RESALE DISCOUNTS**

	<b><u>NON-</u></b>
<b><u>RECURRING</u></b>	<b><u>RECURRING</u></b>

**Access Products**

- Electronic Tandem Switching \*
- Private Line Services
- Digital Data Over Voice
- Group Video
- High Voltage Protection
- Switched SMDS
- Switched 56

All Broadband and Fast Packet Services

\* Pending CPUC approval of Advice Letter No. 18432

**Other Services**

- Centrex Number Retention Service
- Off-Premise Extension Service
- Promotions Exceeding 90 days
- Contract Plans
- Remote Call Forwarding
- COPT
- Split Billing
- Labor/Network Rearrangements
- Visit Charge (Trouble Identification)
- Cable services AII, IW

17%

17%

# **APPENDIX OSS-RESALE**

## APPENDIX OSS

### ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

#### 1. General Conditions

1.1 This Appendix sets forth the terms and conditions under which PACIFIC provides nondiscriminatory access to PACIFIC'S operations support systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance / repair, and billing.

1.2 Resale functions, will be accessible via electronic interface, as described herein, where such functions are available. Manual access is available for all pre-ordering, ordering, provisioning, and billing functions via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC).

1.3 CLEC agrees to utilize PACIFIC electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services through PACIFIC. In addition, CLEC agrees that such use will comply with PACIFIC'S security practice, Standard Instruction 165. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality.

1.4 CLEC's access to pre-order functions described in 2.2.2 and 2.3.2 will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where CLEC has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user's local service provider. The authorization for release of CPNI must substantially reflect the following:

1.4.1 "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification information to provide such information to the undersigned. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and all pending service order activity. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

Or

1.4.2 Authorization for change in local exchange service and release of CPNI with documentation that adheres to all requirements of state and federal law, as applicable.

1.4.3 With respect to authorization for release of CPNI for residence service end users, CLEC shall obtain such authorization in writing, shall retain such written authorization for 24 months, and shall make such written authorization available to PACIFIC upon request.

1.5 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges where they are subject to the terms of this Agreement. All exception handling must be requested manually from the LSC.

1.6 In areas where Resale order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, PACIFIC and CLEC will use manual processes. Should PACIFIC develop electronic interfaces for these functions for itself, PACIFIC will make electronic access available to CLEC.

1.7 The Information Services (I.S.) Call Center provides a technical support function for electronic interfaces. CLEC will also provide a single point of contact for technical issues related to the electronic interfaces.

1.8 PACIFIC and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services.

1.9 PACIFIC reserves the right to modify or discontinue the use of any system or interface as it deems appropriate. Provided however,

(a) PACIFIC shall provide CLEC with at least 90 days prior written notice of any planned discontinuance and provide CLEC with a functionally equivalent interface to access the OSS functions for any system or interface that is discontinued. Upon CLEC request, PACIFIC shall also provide a reasonable transition period.

(b) PACIFIC shall provide CLEC with reasonable prior written notice of any significant system modifications.

1.10 If CLEC elects to utilize electronic interfaces based upon industry guidelines for Resale, PACIFIC and CLEC agree to participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that PACIFIC may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and PACIFIC are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, PACIFIC has the right to define LSR Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service



Ordering Guidelines (LSOG), which states: “Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices.”

1.11 Due to enhancements and on-going development of access to the functionalities of PACIFIC’S OSS, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. In compliance with section 1.9 of this Appendix, PACIFIC agrees that interfaces phased out will be accompanied with proper notice. For those interfaces that are not available at time of execution, but which will become available after signature of this Appendix, PACIFIC will provide CLEC notice of when such interfaces will be available.

1.12 CLEC is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document “Requirements for Access to Southwestern Bell OSS Functions.”

## **2. Pre-Order**

2.1 PACIFIC will provide real time access to pre-order functions to support CLEC ordering of Resale services. 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 PACIFIC ordering requirements.

2.2 Pre-ordering functions for Resale services include:

2.2.1 features and services available at a valid service address (as applicable);

2.2.2 access to PACIFIC retail or resold customer proprietary network information (CPNI) for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity (CLEC agrees that CLEC’s representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to CLEC and customer authorization for release of CPNI has been obtained which complies with conditions as described in section 1.4 of this Appendix.);

2.2.3 a telephone number (if the customer does not have one assigned) with the customer on-line;

2.2.4 service availability dates to the customer;

2.2.5 information regarding whether dispatch is required;

2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.2.7 service address verification.

2.4. Electronic Access to Pre-Order Functions: PACIFIC will provide CLEC access to one or more of the following systems:

2.4.1 Resale Services Pre-order System Availability:

2.4.1.1 Service Order Retrieval and Distribution (SORD) will be available for the pre-order function of viewing CPNI and account information, including pending order information, when SORD is used to order PACIFIC resale service.

2.4.1.2 StarWriter will be available for the pre-ordering functions listed in section 2.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential resale services.

2.4.1.3 DataGate is a transaction-based data query system through which PACIFIC will provide CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will allow CLEC to access the pre-order functions for Resale services by CLEC developing its own end-user interface. PACIFIC and CLEC agree to cooperate in developing and implementing an electronic communication interface that will be consistent with industry guidelines developed by the OBF and the TCIF, assuming they are different from that which PACIFIC is providing.

2.4.1.4 Verigate is an end-user interface developed by PACIFIC that provides access to the pre-ordering functions for Resale Services. Verigate may be used in connection with electronic or manual ordering. Verigate will be accessible via Toolbar.

2.4.1.5 CLEO is a PACIFIC system which is available to provide the CLEC with pre-order functions for Resale Service, with the exception of viewing CPNI. CLEO will be replaced by Verigate.

2.4.2 Other Pre-order Function Availability:

2.4.2.1 Where pre-ordering functions are not available electronically CLEC will manually request this information from PACIFIC'S LSC for inclusion on the service order request.

### **3. Ordering/Provisioning**

3.1 PACIFIC provides real time access to ordering functions (as measured from the time PACIFIC receives accurate service requests from the interface) to support CLEC provisioning of Resale services via one or more electronic interfaces. To order Resale services, CLEC will format the service request to identify what features, services, or elements it wishes PACIFIC to provision in accordance with PACIFIC ordering requirements. PACIFIC will provide CLEC access to one or more of the following systems or interfaces:

#### **3.2 Resale Services Order Request System Availability:**

3.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale Services.

3.2.2 When available, Service Order Retrieval and Distribution (SORD) system will support the ordering of all Resale Services.

3.2.3 When available, StarWriter will support the order generation of single line, basic exchange, residential resale services.

#### **3.3 Resale Service Order Request Ordering System Availability:**

3.3.1 PACIFIC makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of PACIFIC ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC'S Resale ordering requirements.

3.3.2 When available, LSR Exchange (LEX) is a graphical user interface provided by PACIFIC that will provide access to the ordering functions for Resale Services.

3.4 Provisioning for Resale services: PACIFIC will provision Resale Services as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

3.4.1 When available, Pacific Bell Order Dispatch (PBOD) functions via DataGate will allow CLEC to check status of basic exchange service orders that require field work.

3.4.2 In cases of EDI ordering, PACIFIC will provide CLEC with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide CLEC with a FOC for each Resale service request. The FOC will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and

completion date. Upon work completion, PACIFIC will provide CLEC with an 855 EDI transaction-based Order Completion that states when that order was completed. CLEC may submit supplement requests via the 860 EDI transaction, and, where available, PACIFIC will provide CLEC an 865 EDI transaction-based Completion notice.

#### **4. Maintenance/Repair**

4.1 Two real time electronic interfaces are accessible to place, and check the status of trouble reports for both Resale. Upon request, CLEC may access these functions via the following methods:

4.1.1 Pacific Bell Service Manager (PBSM) allows CLECs to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

4.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) 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 PACIFIC. Functions currently implemented will 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 PACIFIC will exchange requests over a mutually agreeable X.25-based network.

#### **5. Billing**

5.1 PACIFIC shall bill CLEC for resold services. PACIFIC shall send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum PACIFIC will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and PACIFIC.

5.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 CLEC may receive a mechanized bill format via the EDI 811 transaction set.

5.2.2 PACIFIC shall provide CLECs a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.

5.2.3 CLEC may receive OUTPLOC Transaction Feed records (via CARE records) electronically that indicate when CLEC’s customers change their Competitive Local Exchange Carrier.

**6. Remote Access Facility**

6.1 CLEC must access the PACIFIC OSS interfaces via the Pacific Remote Access Facility (PRAF). Connection to the PRAF will be established via a “port” either through dial-up or direct connection. CLEC may utilize a single port to access these interfaces to perform the supported functions in PACIFIC where CLEC has executed an Appendix OSS and purchases System Access.

**7. Operational Readiness Test (ORT) for Ordering/Provisioning and Repair/Maintenance Interfaces**

7.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with PACIFIC requirements and implementation scheduling.

7.2 Prior to live system usage, CLEC must complete user education classes for PACIFIC-provided interfaces that affect the PACIFIC network. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges will apply for each class. Classes will be available for and required for PBSM, LEX, StarWriter, and SORD. Optional classes will be available for Verigate and CLEO. Schedules will be made available upon request and are subject to change. The length of classes vary; the following table presents the applicable rates. Ongoing class schedules may be requested from CLEC’s account manager.

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	1/2 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

7.3 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 PACIFIC and CLEC payment is due 30 days later. 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.

7.4 Class dates will be based upon PACIFIC availability and will be coordinated between CLEC, Account Manager and Product Management.

7.5 CLEC agrees to pay cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. CLEC agrees to provide to PACIFIC completed registration forms for each student no later than one week prior to the scheduled training class.

7.6 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 PACIFIC or SBC system are strictly prohibited.

7.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for use internally for the purpose of training employees to utilize capabilities of PACIFIC's OSSs in accordance with this Appendix.

## **8. Rates**

8.1 For access to OSS functions CLEC will pay PACIFIC the OSS rate(s) set forth in California Public Utilities Commission's first rulemaking in the Open Access and Network Architecture Development (OANAD) proceeding. Should an OSS rate(s) not be established in OANAD by September 30, 1998, CLEC will pay Pacific the OSS rate(s) Pacific proposes in OANAD. Such rates paid will be subject to true-up should the final outcome of OANAD establish a different rate. This rate waiver is solely for access to OSS functions, and not applicable to any other product, unless expressly documented in this Agreement. Neither party waives its rights pursuant to OSS or any other product in the OANAD proceeding, nor rights in any other product cost proceeding.

## **9. Effective Date**

9.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending commission approval, 10 days after it is filed with the state commission. Alternatively, this Appendix will be effective upon approval by the state commission when it is approved as a part of the Interconnection Agreement.

**AMENDMENT NO. 1  
TO CALIFORNIA RESALE AGREEMENT**

**BY AND BETWEEN**

**PACIFIC BELL**

**AND**

**NOS COMMUNICATIONS, INC.**

The Resale Agreement (“the Agreement”) by and between Pacific Bell (“TELCO”) and NOS Communications, Inc. (“CLEC”) is hereby amended as follows:

(1) Addition of Appendix FCC Merger Conditions

(2) Table of Contents modified to add additional Appendix

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, contains a termination date specific to the FCC Appendix adopted into the Interconnection Agreement which may or may not be coterminous with the underlying Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.


(5) Pursuant to Resolution ALJ 178, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended (“Effective Date”).

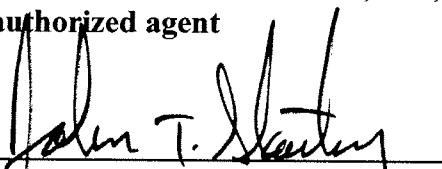
IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 28 day of MARCH, 2000, by TELCO, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**NOS Communications, Inc.**

**Pacific Bell Telephone Company**

**By: SBC Telecommunications, Inc.,  
Its authorized agent**

By: 

By: 

Title: VP-Local Development

Title: President - Industry Markets

Name: CARDINAL SOUTHWELL  
(Print or Type)

Name: John T. Stantley  
(Print or Type)

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Pacific Bell does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Section XX of the Resale Agreement between NOS Communications, Inc. and Pacific Bell.



## **APPENDIX FCC MERGER CONDITIONS**

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**APPENDIX MERGER CONDITIONS****1. MERGER CONDITIONS**

- 1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.3 As used herein, **SBC-8STATE** means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, Texas.
- 1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/AMERITECH** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

## 2. **DEFINED TERMS; DATES OF REFERENCE**

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

## 3. **INTENTIONALLY LEFT BLANK**

## 4. **OSS: CHANGE MANAGEMENT PROCESS**

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, **SBC-13STATE** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

## 5. **OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES**

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing

facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

**6. INTENTIONALLY LEFT BLANK**

**7. INTENTIONALLY LEFT BLANK**

**8. PROMOTIONAL DISCOUNTS ON RESALE**

8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

**9. INTENTIONALLY LEFT BLANK**

**10. INTENTIONALLY LEFT BLANK**

**11. ALTERNATE DISPUTE RESOLUTION**

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

**12. CONFLICTING CONDITIONS**

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

**13. SUSPENSION OF CONDITIONS**

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE**'s continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

**14. INTENTIONALLY LEFT BLANK****15. PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE–OHIO AND ILLINOIS ONLY**

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

- 15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC’s qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

**AMENDMENT  
TO THE RESALE AGREEMENT  
BETWEEN  
SBC PACIFIC BELL TELEPHONE COMPANY  
AND  
NOS COMMUNICATIONS, INC.**

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY (“PACIFIC”), formerly Pacific Bell, and NOS Communications, Inc. (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local resale (“Agreement”) and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on March 6, 2002, the California Public Utilities Commission (“Commission”) adopted in D. 02-03-023 a performance incentive plan (“PIP”) which identifies performance failures and non-failures be offered to all CLECs (“Order”);

WHEREAS, on June 6, 2002, the Commission adopted in D.02-06-006 modifications clarifying implementation details of the PIP.

WHEREAS, in its June Order, the Commission provided the performance measurements adopted in D. 01-05-087, the decision model adopted in D. 01-01-037 as modified in D. 02-03-023 and an incentive payment component adopted in D. 02-03-023 shall be offered to all Pacific’s CLECs, both those with and without interconnection agreements and where accepted, implemented for an initial period of at least six months or until otherwise modified by this Commission.

WHEREAS, the Commission also held that CLECs must either (1) file an amendment<sup>1</sup> to their interconnection agreement noting that they have accepted the Performance Incentive Plan (“PIP”); (2) file an amendment to their ICA declining to receive performance incentives credits from the Commission’s PIP; or (3) jointly file a motion with Pacific requesting the Commission approve an alternate performance incentive plan.

WHEREAS, CLEC has indicated whether it has accepted or declined the PIP by checking the appropriate box below.

WHEREAS, if CLEC neither accepts the Commission’s PIP, nor receives Commission approval of a different plan, Pacific will implement the PIP for CLEC as if it had accepted the plan.

---

<sup>1</sup> In accordance with Rule 6.2 of Resolution ALJ-181.



**¼ WHEREAS CLEC has chosen to accept the PIP adopted by the Commission.**

NOW THEREFORE, the Parties agree as follows:

- I. The Agreement is amended to add to the Agreement the attached Appendix Performance Measures which is attached hereto as Attachment A and incorporated herein and which incorporates by reference the Performance Incentive Plan adopted in D. 02-03-023 by the Commission.
- II. The PIP is effective April 1, 2002 (“Effective Date”) unless CLEC previously declined to adopt the PIP in which case, this filing will become effective, absent rejection of the advice letter by the Commission, thirty days after the filing date of the Advice Letter to which this Amendment is appended.
- III. In the event of a conflict between the PIP and any existing performance measure plan in the Agreement, the provisions of the PIP shall govern.
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. The provisions of this Amendment will expire coterminous with the term of the Agreement.
- VI. This Amendment shall be filed with and shall be subject to the approval of the Commission.

**¼ WHEREAS CLEC has declined to receive performance incentives credits from the Commission’s PIP.**

NOW THEREFORE, the Parties agree as follows:

- I. The Appendix Performance Measures of the Agreement is amended to add the following provision:
  1. CLEC elects not to receive any performance incentive credits from the Commission’s PIP adopted in D. 02-03-023. Accordingly, CLEC shall not receive any performance incentive credits under the PIP adopted in D.02-03-023, or any other performance measure related payments under any plan, unless and until the Parties file a joint motion with the Commission to request approval of a performance incentive plan, and such plan is approved.

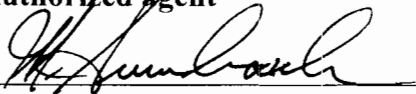
2. If CLEC declines to receive the billing credits from any performance incentives plan, the PIP shall be implemented for CLEC as if it had accepted the plan, and all incentive credits generated, through both Tier I and Tier II plan structures, shall be added to the Tier II credits for disbursement to the ratepayers under the Tier II procedures.

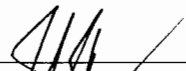
- II. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- III. The provisions of this Amendment will expire coterminous with the term of the Agreement.
- IV. This Amendment shall be filed with and shall be subject to the approval of the Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

\* **SBC PACIFIC BELL TELEPHONE COMPANY**  
**By: SBC Telecommunications, Inc.,**  
**its authorized agent**

**NOS COMMUNICATIONS, INC.**

By: 

By: 

Print Name: Mike Auinbauh

Print Name: Joe Kopp

f President - Industry Markets

Title: President

Date Signed: SEP 10 2002

Date Signed: 8/14/02

OCN #: \_\_\_\_\_

\* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999)(and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. \_\_ (2002)). By executing this amendment, Pacific Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Section 20 of the Resale Agreement between NOS Communications, Inc. and Pacific Bell Telephone Company.

# **APPENDIX PERFORMANCE MEASUREMENTS**

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**APPENDIX PERFORMANCE MEASUREMENTS****1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **PACIFIC**'s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **PACIFIC** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in PACIFIC ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for PACIFIC. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise

foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **PACIFIC** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **PACIFIC**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

# AT&T Wholesale Amendment



**AMENDMENT**

**BETWEEN**

**PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA**

**AND**

**NOS COMMUNICATIONS, INC.**



Signature: eSigned - Joseph T. Koppy

Signature: eSigned - William A. Bockelman

Name: eSigned - Joseph T. Koppy  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: CEO  
(Print or Type)

Title: Director  
(Print or Type)

Date: 10 Mar 2016

Date: 14 Mar 2016

NOS Communications, Inc.

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

State	Resale OCN
CALIFORNIA	7519

Description	ACNA Code(s)
ACNA(s)	NOZ

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
NOS COMMUNICATIONS, INC.  
AND  
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA**

This amendment ("Amendment") amends the Resale Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("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 a Resale Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 18, 1999 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 definitions to the Resale Agreement:
  - 2.1. "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T ILEC does not provision new retail services and products.
  - 2.2. "End User(s)" 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 User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
  - 2.3. "Resale" or "Resale Services" is as specified in Section 251(c)(4) of the Act.
3. **Customer Information Services (CIS)**
  - 3.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
  - 3.2. Add Appendix – 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.
  - 3.3. **Add the following provisions to the Attachment or Appendix for Resale**
    - 3.3.1. 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.
    - 3.3.2. 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.
    - 3.3.3. 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.

- 3.3.4. 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.
- 3.3.5. 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.
- 3.3.6. 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.

#### 4. Conflict between this Amendment and the Agreement

- 4.1. 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.

#### 5. The Parties agree to replace Section XXIV. from the Agreement with the following language:

##### **XXIV. Notices**

- A. 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:
  1. delivered by electronic mail (email).
  2. delivered by facsimile.
- B. 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:
  1. delivered by electronic mail (email) provided CLEC has provided such information in Section D. below.
  2. delivered by facsimile provided CLEC has provided such information in Section D. below.
- C. Notices will be deemed given as of the earliest of:
  1. the date of actual receipt;
  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;

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;

D. 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.

- E. 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 XXIV. 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.
- F. 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 XXIV notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
  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.
  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.
- G. 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.

6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.

# EXHIBIT A

## APPENDIX - 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 Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS and 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 is free to set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility (a) to obtain End User agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to End User inquiries about OS/DA rates, where technically feasible and/or 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 OS 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 Schedule 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 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 Schedule.
- 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 Appendix also sets forth terms and conditions for INW for facilities-based CLECs.
- 1.3.2 Where technically feasible and available, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
- 1.4 DAL:
- 1.4.1 This Appendix sets forth terms and conditions for which CLEC agrees to purchase DAL information as provided by AT&T-21STATE.
- 1.5 White Pages:
- 1.5.1 This Appendix sets forth terms and conditions that apply to switched-based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE owned ILEC and the CLEC.

## 2.0 Definitions

- 2.1 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.
- 2.2 “CLEC Subscriber” means CLEC End User, as End User is defined in the General Terms and Conditions of this Agreement.
- 2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.4 “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.
- 2.5 “Busy Line Verification (BLV)” means a service in which an operator asks the INW operator to verify a conversation in progress.
- 2.6 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an operator asks the INW operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 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.
- 2.8 “Operator Service Code (OPR SVC CODE)” means the operator dialable code assigned in the LERG for INW.
- 2.9 “Facilities-Based CLEC” – 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.

## 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 retail 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 retail Ed Users served via that same AT&T-21STATE end office switch.

### 3.3 Requirements to Physically Interconnect:

- 3.3.1 This Section describes the Parties’ physical interconnection and trunking requirements for a Facility-Based CLEC that wishes 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 (POI) 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 only OS, or only 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(s). 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-13STATE, 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 Operator Services 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 Operator Services 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 feasible). The Pricing Schedule contains the full set of OS recurring and nonrecurring rates.

### 3.4.2 Operator Services Call Processing:

3.4.2.1 AT&T-21STATE will provide OS to CLEC's end users where technically feasible and/or available to AT&T-21STATE retail End Users served, in accordance with OS methods and practices that are in effect at the time the CLEC's End User makes an OS call. AT&T-21STATE will provide the following OS services to CLEC End Users:

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 - A service in which the End User dialing 0- asks the OS Operator to check the requested line for conversation in progress and advise the caller of the status.

3.4.2.1.7 Busy Line Interrupt - A service in which the End User dialing 0- asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

## 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 Schedule 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's end users where technically feasible and/or available to AT&T-21STATE retail End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC's end user makes a DA call. AT&T-21STATE will provide the following DA Services to a CLEC End Users.

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 DA 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) – A service consisting 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 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.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Contact Information for CRR:

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 retail End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.

- 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 facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Schedule.
- 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 CRR 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 CRR charge. These charges are mandatory, nonrecurring and are found in the Pricing Schedule.
- 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 Schedule.

#### **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(s). 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 Schedule.

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 Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Appendix 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 Schedule.

## 5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and/or 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 Appendix 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, if available, 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 Schedule.

#### 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 Appendix, 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 Appendix, 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 consecutive (12) months of service, either Party may terminate the DAL services provided under this Appendix, 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 Appendix, 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, nondiscriminatory 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 CLEC 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 Schedule.
- 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 Schedule.
- 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 the Pricing Schedule.
- 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 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 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.
- 6.2.5 Distribution of Directories:
- 6.2.5.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of 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.

- 6.2.5.2 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.
- 6.2.5.3 CLEC subscribers may receive additional directories in the same manner and format as they are made available to AT&T-21STATE subscribers.
- 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's 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 and vendor as a result of CLEC not complying with the terms of this Appendix.
- 6.2.8 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 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 Appendix, the non-breaching Party may terminate the white pages directory terms of this Appendix by providing written Notice to the breaching Party, whereupon this Appendix 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, any service(s) or features of service(s) offerings that are provided under this Appendix 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	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03			OS/DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03			OS/DA call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types (including Busy line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second				\$ 0.03			work second
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types (including Busy line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]) - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Listing Information Services						NA	listing
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP6X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP9X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	OPERATOR CALL PROCESSING	BLV/I Trunk Installation per trunk	OPS++	TPP6X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	OPERATOR CALL PROCESSING	BLV/I Trunk Installation per trunk	OPS++	TPP9X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	DAL					NA	NA	

RESALE AMENDMENT  
BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

NOS COMMUNICATIONS, INC.

Signature: eSigned - Joseph T. Kopy

Signature: eSigned - William Bockelman

Name: eSigned - Joseph T. Kopy  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: CFO  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 10 Dec 2019

Date: 10 Dec 2019

NOS Communications, Inc.

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

AMENDMENT TO THE AGREEMENT  
BETWEEN  
NOS COMMUNICATIONS, INC.  
AND  
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This Amendment (the "Amendment") amends the Resale Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("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 Resale Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed December 28, 1998 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. 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 counterpart shall together constitute one and the same instrument.
8. 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 02b – 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 Resale 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.