

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

This Agreement ("MFN Agreement"), is being entered into by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Oklahoma ("AT&T Oklahoma"), and Vantage Telecom, LLC d/b/a Newroads Telecom ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Oklahoma and Navigator Telecommunications, LLC. for the State of Oklahoma, which was approved by the Oklahoma Corporation Commission ("the Commission") under Section 252(e) of the Act on October 11, 2006 in Order No. 530827, PUD 200600231 which is on file at the Commission, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

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

1.0 Incorporation of Recitals and Separate Agreement by Reference

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

2.0 Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date upon which the MFN Agreement is approved by the Commission. In addition, this MFN Agreement shall expire on January 8, 2010.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Oklahoma as "AT&T Oklahoma".

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	William Stuckey President
STREET ADDRESS	300 Towson Ave
CITY, STATE, ZIP CODE	Fort Smith, AR 72901
PHONE NUMBER	(479) 494-0300
FACSIMILE NUMBER	(479) 494-0286
E-MAIL ADDRESS	bstuckey@newroadstelecom.com

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Oklahoma under this MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202
FACSIMILE NUMBER	214-464-2006

3.0 Clarifications

3.1 In entering into this MFN Agreement, AT&T Oklahoma does not waive, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this MFN Agreement (including any amendments to this MFN Agreement), AT&T Oklahoma shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties

acknowledge and agree that AT&T Oklahoma has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Oklahoma and as of the date of that election by AT&T Oklahoma, the FCC Plan shall apply to this MFN Agreement, as more specifically provided for herein. It is AT&T Oklahoma's position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In such event, it is AT&T Oklahoma's position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is AT&T Oklahoma's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this 7th day of December, 2006.

Vantage Telecom, LLC d/b/a Newroads Telecom

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

By: William J. Stuckey
Printed: William T. Stuckey
Title: President
(Print or Type)
Date: 11/28/06

By: Rebecca L. Sparks
Printed: Rebecca L. Sparks
Title: Executive Director-Regulatory
Date: DEC - 7 2006

FACILITIES-BASED OCN # 394B
ACNA NRZ

INTERCONNECTION AGREEMENT- OKLAHOMA

between

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

and

Navigator Telecommunications, LLC.

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ATTACHMENTS

Definitions

Resale

- Attachment 1: Resale
 - Appendix Services/Pricing
 - Appendix Customized Routing-Resale
 - Appendix DA-Resale
 - Appendix OS-Resale
 - Appendix White Pages (WP)-Resale
- Attachment 2: Ordering and Provisioning-Resale
- Attachment 3: Maintenance-Resale
- Attachment 4: Connectivity Billing-Resale
- Attachment 5: Provision of End User Usage Data-Resale

Unbundled Network Elements

- Attachment 6: Unbundled Network Elements (UNE)
 - Appendix Pricing-UNE
 - Pricing Schedule
- Attachment 7: Ordering and Provisioning-Unbundled Network Elements
- Attachment 8: Maintenance- Unbundled Network Elements
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- Attachment 10: Intentionally Left Blank

Network Interconnection Architecture and Compensation

- Attachment 11: Network Interconnection Architecture
 - Appendix Interconnection Trunking Requirement (ITR)
 - Appendix Network Interconnection Methods (NIM)
- Attachment 12: Intercarrier Compensation

Ancillary Functions

- Attachment 13: Ancillary Functions
 - Appendix Collocation
 - Appendix Poles, Conduit, ROW

Other Requirements

- Attachment 14: Local Number Portability
- Attachment 15: E911
- Attachment 16: Network Security and Law Enforcement
- Attachment 17: Performance Remedy Plan
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- Attachment 18: Directory Assistance Listing Information
- Attachment 19: White Pages-Other (WP-O)
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- Attachment 22: DA-Facilities Based
- Attachment 23: OS-Facilities Based
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- Attachment 25: xDSL
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- Attachment 27: Access to Operations Support Systems
- Attachment 28: Out of Exchange Traffic
- Attachment 29: Coordinated Hot Cuts

INTERCONNECTION AGREEMENT - OKLAHOMA

This Interconnection Agreement - Oklahoma (Agreement) is between Navigator Telecommunications, LLC. ("CLEC"), an Arkansas limited liability corporation, having its principal office at 8525 Riverwood Park Drive, North Little Rock, Arkansas 72113 and Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T OKLAHOMA"), a Texas Limited Partnership, having its principal office at 175 E. Houston Street, San Antonio, Texas 78205, (collectively the Parties).

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

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

WHEREAS, the Parties want to Interconnect their networks pursuant to Attachment 11 and associated appendices to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business end users over their respective Telephone Exchange Service facilities which are subject to this Agreement; and

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

WHEREAS, CLEC wishes to enter an agreement containing those terms and conditions.

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

1. INTRODUCTION

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

- 1.4 AT&T OKLAHOMA may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein the Attachments listed immediately following the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 AT&T OKLAHOMA's obligations under this agreement shall only apply to the specific operating area(s) or portion thereof in which AT&T OKLAHOMA is then deemed to be the ILEC; under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory, except as specifically addressed in the Attachment 6: Unbundled Network Elements.
- 1.7 This Agreement sets forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T OKLAHOMA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T OKLAHOMA's incumbent local exchange areas. AT&T OKLAHOMA has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T OKLAHOMA's incumbent local exchange areas. In addition, AT&T OKLAHOMA is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T OKLAHOMA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within AT&T OKLAHOMA's incumbent local exchange area(s) in Oklahoma when this Agreement has been approved by the Commission and is in effect.
- 1.8 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by AT&T OKLAHOMA under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.7, above, and require only the provision of UNEs, regardless of whether the term is used as part of the reference to unbundled network elements.
- 1.9 Successor Rates
 - 1.9.1 Certain of the rates, prices and charges set forth in the pricing appendix have been established by the Oklahoma Corporation Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within ninety (90) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 13.

- 1.10 AT&T OKLAHOMA shall give CLEC 45 days' written notice of any change or discontinuance of policy, process, procedure or method offered by AT&T, unless the implementation of such change or discontinuance of such policy, process, procedure or method is beyond the control of SBC Oklahoma. CLEC shall not have veto power over changes proposed by AT&T.

2. GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

- 2.3.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 2.3.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property Damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 2.3.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property Damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 2.3.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 2.3 through 2.3.3 of this Agreement.
- 2.3.5 The Parties agree that companies affording the insurance coverage required under Section 2.3 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

- 2.3.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 2.3.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 2.3.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by the State of Oklahoma covered by this Agreement or the employee's state of hire; and
- 2.3.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 2.3.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 2.3.8 This Section 2.3 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 2.4 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide AT&T OKLAHOMA with a copy.
- 2.5 When an end user changes its service provider from AT&T OKLAHOMA to CLEC or from CLEC to AT&T OKLAHOMA and does not retain its former telephone number, AT&T will make available to the CLEC the ability to order and provision a Referral Announcement on the original telephone number to announce the new telephone number. The Party formerly providing service shall be responsible for furnishing the Referral Announcement Service pursuant to regulatory requirements provided such Announcement is requested for the original telephone number.
- 2.6 Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees threatens to materially delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 2.7 This Agreement contains comprehensive OSS terms and conditions. CLEC represents, warrants and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to UNEs, resold services or other services covered by this Agreement, and for which this Agreement contains explicit rates, terms, and conditions.
- 2.8 The Parties acknowledge and agree that the CLEC will not order products and services not included within this agreement. The Parties acknowledge and agree that AT&T will bill the CLEC for products and services included within this Agreement in accordance with the prices included within this Agreement for the products and services. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties will agree upon a rate or charge to include in this Agreement for billing of said products and services. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

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

3. ASSURANCE OF

- 3.1 Upon request by AT&T OKLAHOMA, CLEC will provide AT&T OKLAHOMA with adequate assurance of payment of amounts due (or to become due) to AT&T OKLAHOMA.
- 3.2 Assurance of payment may be requested by AT&T OKLAHOMA if:
 - 3.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made a least twelve (12) consecutive months of timely payments to AT&T OKLAHOMA for charges incurred as a CLEC; or
 - 3.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T OKLAHOMA (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 13.4); or
 - 3.2.3 when AT&T OKLAHOMA sends CLEC the second delinquency notification during the most recent twelve (12) months; or
 - 3.2.4 when AT&T OKLAHOMA suspends CLEC's ability to process orders in accordance with Section 14.4.1; or
 - 3.2.5 when CLEC files for protection under the bankruptcy laws; or when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 3.2.6 when this Agreement expires or terminates.
- 3.3 The Cash Deposit or Letter of Credit must be in an amount equal to two (2) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T OKLAHOMA, for the Interconnection, Resale Services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T OKLAHOMA under this Agreement.
- 3.4 To the extent that a CLEC elects to make a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
 - 3.4.1 For the purposes of this Section, interest will be calculated as specified in Section 9.2.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
 - 3.4.2 So long as CLEC maintains timely compliance with its payment obligations, AT&T OKLAHOMA will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, AT&T OKLAHOMA reserves the right to require additional deposit(s) in accordance with this Section 3.
- 3.5 If during the first six (6) months of operations, CLEC has been sent one delinquency notification letter by AT&T OKLAHOMA, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
 - 3.5.1 for AT&T OKLAHOMA for a two (2) month period exceeds the deposit amount held; or

- 3.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters by AT&T OKLAHOMA, the deposit amount shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 3.6.1 for AT&T OKLAHOMA for a two (2) month period exceeds the deposit amount held; or
- 3.7 Whenever a deposit is re-evaluated as specified in Section 3.5 or Section 3.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for a two (2) month period. The most recent three (3) months billing on all of CLEC's CBAs and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.
- 3.7.1 After calculating the amount equal to the average billing to CLEC for a two (2) month period in Oklahoma, AT&T OKLAHOMA shall add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to AT&T OKLAHOMA in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.
- 3.8 If AT&T OKLAHOMA draws on the Letter of Credit or Cash Deposit, upon request by AT&T OKLAHOMA, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 3.3.
- 3.9 Notwithstanding anything else set forth in this Agreement, if AT&T OKLAHOMA makes a request for assurance of payment in accordance with the terms of this Section, then AT&T OKLAHOMA shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T OKLAHOMA with the assurance of payment requested; provided, however, that AT&T OKLAHOMA will permit CLEC a minimum of twelve (12) Business Days to respond to a request for assurance of payment before invoking this Section.
- 3.9.1 Any cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to AT&T OKLAHOMA, or a surety bond underwritten by a company approved by the Oklahoma Insurance Department to underwrite such surety bonds. No interest shall be paid by AT&T OKLAHOMA for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit or surety bond. AT&T OKLAHOMA may demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit or surety bond upon the occurrence of any of the events listed in Section 3.2.3 through 3.2.6.
- 3.10 The fact that AT&T OKLAHOMA holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

- 4.1 The Effective Date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 4.2 The Agreement shall have a term ("Term") of three (3) years and 90 days commencing on the Effective Date. Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term ("Notice of Expiration"), this Agreement shall remain in full force and effect, on a month to month basis, on and after the expiration of the Term until terminated by either Party.

- 4.2.1 If either Party serves Notice of Expiration pursuant to Section 4.2, CLEC shall have twenty (20) calendar days to provide AT&T OKLAHOMA written confirmation if CLEC wishes to pursue a successor agreement with AT&T OKLAHOMA or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T OKLAHOMA, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T OKLAHOMA under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 4.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T OKLAHOMA in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T OKLAHOMA's Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 50 of this Agreement, including but not limited to the obligations described in Section 4.11 below.
- 4.3 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 50 below.
- 4.4 If either Party desires to negotiate a successor agreement to this Agreement, such Party must provide the other Party with a written request to negotiate such successor agreement (Request to Negotiate / Notice of Expiration or "Request/Notice") not earlier than 365 calendar days prior to the expiration and not later than 180 calendar days prior to the expiration of this Agreement.
- 4.5 If a Request/Notice is not received pursuant to Section 4.4 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to-month basis until terminated pursuant to this Section or Section 4.8 or 4.10. During any month-to-month extension of this Agreement, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T OKLAHOMA received CLEC's Section 252(a)(1) Request to Negotiate.
- 4.6 If CLEC submits a Request under Sections 251/252(i) of the Act for a successor agreement or AT&T OKLAHOMA submits a Notice, the Request/Notice does not activate the negotiation timeframe set forth in this Agreement, If CLEC's Request is pursuant to Section 252(a)(1), CLEC will delineate the items desired to be negotiated. Not later than 45 days from receipt of said Request/Notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If CLEC's Request is made pursuant to Section 252(i), the Agreement selected for adoption will be prepared for execution by the Parties.
- 4.7 If at any time during the Section 252(a)(1) negotiation process (whether prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal either a request to adopt a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with AT&T OKLAHOMA for the state of Oklahoma. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the effective date of the successor agreement being adopted under Section 252(i) as set forth above.

- 4.8 If the CLEC fails to timely respond to AT&T OKLAHOMA's Section 4.2 Notice, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of one hundred twenty (120) calendar days after the date CLEC provided its Request or received AT&T OKLAHOMA's Notice. If the Term of this Agreement has expired, on the one hundred twenty-first (121st) day following CLEC's Request or receipt of AT&T OKLAHOMA's Notice, the Parties shall have no further obligations under this Agreement except those set forth in Section 4.11 of this Agreement.
- 4.9 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, and the other Party fails to cure such nonperformance or breach within forty-five (45) business days after written notice thereof. Any termination of this Agreement pursuant to this Section shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) business days after written notice thereof.
- 4.9.1 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 4.10 If pursuant to Section 4.2 this Agreement continues in full force and effect on a month-to-month basis after the expiration of the Term, either Party may terminate this Agreement by delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.4, and 4.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section other than its obligations under Sections 4.4 and 4.5.
- 4.11 Upon termination or expiration of this Agreement:
- 4.11.1 Each Party shall continue to comply with its obligations set forth in Section 50 Survival of Obligations; and
- 4.11.2 Each Party shall promptly pay all amounts including any late payment charges owed under this Agreement.
- 4.12 In the event of expiration or termination of this Agreement other than pursuant herein, AT&T OKLAHOMA and CLEC shall cooperate in good faith to effect an orderly and timely transition of service provided under this Agreement to CLEC or to another vendor but in any event not later than the 120th day after the expiration or termination of this Agreement. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, and continues to pay AT&T OKLAHOMA for the charges incurred during the transition of service, AT&T OKLAHOMA shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. In the event CLEC withdraws from providing local service, it shall not prevent (from an operational or administrative standpoint) its end users from being transitioned to a new LEC. AT&T OKLAHOMA and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T OKLAHOMA in connection with this transition of service.
- 4.13 Should CLEC opt to incorporate any provision for interconnection, service, or Unbundled Network Element from another Commission-approved interconnection agreement into this Agreement pursuant to Section 252(i) of the Act and 47 C.F.R. § 51.809, such incorporated provision shall expire on the date it would have expired under the interconnection agreement from which it was taken. Should CLEC opt to incorporate any provision for interconnection, service or Unbundled Network Element from this Agreement into another Commission-approved interconnection agreement pursuant to Section 252(i)

of the Act, the provision from this Agreement shall expire on the date specified in Section 4.2 above and shall not control the expiration date of any other provisions of the other interconnection agreement. All monetary obligations of the Parties to one another under the immediately previous interconnection agreement between the Parties shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement.

5. ASSIGNMENT AND NAME CHANGE

5.1 Assignment of Contract

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

5.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T OKLAHOMA; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with AT&T OKLAHOMA under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.

5.2 Company Code Change

5.2.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of "assets" provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide AT&T OKLAHOMA with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain AT&T OKLAHOMA's consent. AT&T OKLAHOMA shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T OKLAHOMA's consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

5.2.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each End-User record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.

5.3 Assignment of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service.

5.3.1 Any assignment or transfer of any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the

transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide AT&T OKLAHOMA with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

5.3.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End-Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's interconnection agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.

5.4 Project Coordination

5.4.1 AT&T OKLAHOMA will provide project management support to effectuate changes of the types identified in Sections 5.4.2.

5.4.2 AT&T OKLAHOMA will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should AT&T OKLAHOMA's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T OKLAHOMA will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to AT&T OKLAHOMA any and all information AT&T OKLAHOMA reasonably requests to effectuate such changes.

5.5 In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or there is a change in any other company identifier (collectively, an "OCN/Name Change"), the changing Party shall submit written notice to other Party within thirty (30) calendar days of the first action taken to implement such OCN/Name Change. This section does not apply to the repair and/or operator services announcement recordings, where the Parties shall pay the applicable charges outlined in the Pricing Appendix associated with recording and otherwise updating any branding or announcement(s), and applicable service order charges. In the event of any other OCN/AECN Change, the Parties agree that at such time as a Party makes an OCN/AECN Change the Parties shall negotiate whether any OCN/AECN Change charges are appropriate and the scope of such charges, if any, unless otherwise ordered by the Commission.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All such information which is disclosed by one party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and

- not limitation, all orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), *and* call records and Recorded Usage Data as described in Attachment 24 – Recording-Facilities Based, whether disclosed by CLEC to AT&T OKLAHOMA or otherwise acquired by AT&T OKLAHOMA in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement. Unless otherwise agreed, if a Party is required to submit information about one or more CLECs to a regulatory or judicial body, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that is so commingled with the Receiving Party or a third party's information such that disclosure could not possibly reveal the underlying proprietary or confidential information.
- 6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.
- 6.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.
- 6.6 The Parties acknowledge that an individual customer may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from customers or sources other than the Disclosing Party.

- 6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7. LIABILITY AND INDEMNIFICATION

7.1 Limitation of Liabilities

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

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7.2 No Consequential Damages

7.2.1 EXCEPT AS OTHERWISE PROVIDED IN ATTACHMENT 17, NEITHER CLEC NOR AT&T OKLAHOMA WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF EITHER AT&T OKLAHOMA OR CLEC TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY THE NEGLIGENT ACT OR OMISSION OF EITHER PARTY HERETO OR THE NEGLIGENT ACT OR OMISSION OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. ADDITIONALLY, NOTHING CONTAINED IN THIS SECTION SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY WITH RESPECT TO OBLIGATIONS UNDER THE FINANCIAL INCENTIVE OR REMEDY PROVISIONS OF ANY SERVICE QUALITY PLAN REQUIRED BY

THE FCC OR THE COMMISSION OR BILL CREDIT REMEDIES AND DAMAGES IN CONNECTION WITH FAILURE TO PROVIDE ADEQUATE CARRIER-TO-CARRIER SERVICE QUALITY OR TO MEET THE PERFORMANCE MEASUREMENTS AS SET FORTH IN ATTACHMENT 17 TO THIS AGREEMENT.

7.3 Obligation to Indemnify

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

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

7.3.4 CLEC acknowledges that its right under this Agreement to interconnect with AT&T OKLAHOMA's network and to unbundle and/or combine AT&T OKLAHOMA's unbundled network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

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7.3.8 CLEC acknowledges that services and facilities to be provided by AT&T OKLAHOMA hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights

restrictions in agreements with such third party vendors do not permit AT&T OKLAHOMA to provide to CLEC, without additional actions or costs, particular Unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:

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

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

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

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

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

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

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

7.4 Obligation to Defend; Notice; Cooperation

7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure

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

8. COMPLIANCE AND CERTIFICATION

- 8.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 8.2 Each Party warrants that it has obtained all necessary state certification required in Oklahoma prior to ordering any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 8.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 8.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

9. PAYMENT OF RATES AND CHARGES

- 9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all undisputed rates and charges due and owing under this Agreement within forty-five (45) days after the date of the billing party's mailing. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean forty-five (45) calendar days after the date of the billing party's mailing.
- 9.2 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T OKLAHOMA as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 9.2.1 and 9.2.2, as applicable.

- 9.2.1 If any charge incurred under this Agreement that is billed out of any AT&T OKLAHOMA billing system other than the AT&T OKLAHOMA Customer Records Information System (CRIS) becomes Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until the day paid at the lesser of (i) the rate used to compute the Late Payment Charge in the AT&T OKLAHOMA intrastate access services tariff in that state or (ii) the highest rate of interest that may be charged under Oklahoma Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available. The application of interest (at the rate set forth in the preceding sentence) to any Past Due charge incurred under this Agreement that is billed out of any AT&T OKLAHOMA billing system other than AT&T OKLAHOMA's CRIS will comply with the process set forth in the AT&T OKLAHOMA intrastate access services tariff.
- 9.2.2 If any charge incurred under this Agreement that is billed out of AT&T OKLAHOMA's CRIS is Past Due, a late payment charge calculated as specified in Section 9.2.1 above will be assessed on any Past Due Oklahoma balance, provided, however, the late payment charge shall not be applied to any balance to which the late payment charge was applied in a previous billing.
- 9.2.3 All billing disputes between the Parties shall be governed by this Section and Section 13.
- 9.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item that is listed in Section 13.4.4. The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. The Non-Paying Party must pay when due all undisputed amounts to the Billing Party.

10. LIMITATION ON BACK-BILLING AND CREDIT CLAIMS:

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

- 10.5 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 10 and is addressed separately in Attachment 12 - Inter-carrier Compensation.

11. DAILY USAGE FILE

- 11.1 AT&T OKLAHOMA will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Unbundled Network Element usage sensitive services provided hereunder ("End User Usage Data"). Such End User Usage Data will be provided by AT&T OKLAHOMA in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for AT&T OKLAHOMA. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Unbundled Network Element to the extent that similar usage sensitive information is provided to retail End Users of AT&T OKLAHOMA, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T OKLAHOMA in connection with Resale Services and Unbundled Network Elements provided by AT&T OKLAHOMA. Procedures and processes for implementing the interfaces with AT&T OKLAHOMA will be included in implementation requirements documentation.
- 11.2 To establish file transmission for the Daily Usage File, CLEC must provide to AT&T OKLAHOMA a separate written request no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 11.3 Unless otherwise specified in Appendix Alternate Billed Service, call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T OKLAHOMA through Resale or Unbundled Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 11.4 AT&T OKLAHOMA will bill CLEC for Usage Extract furnished by AT&T OKLAHOMA in accordance with the price(s) provided in the applicable Schedule of Prices under "Electronic Billing Information."
- 11.5 Interexchange call detail on Resale Services or Unbundled Network Elements (ports) that is forwarded to AT&T OKLAHOMA for billing, of the type which would otherwise be processed by AT&T OKLAHOMA for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Unbundled Network Elements (ports) will be passed through when AT&T OKLAHOMA records the message.
- 11.6 CLEC is responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

12. INTENTIONALLY LEFT BLANK

13. DISPUTE RESOLUTION

13.1 General Finality of Disputes

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

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

13.2 Alternative to Litigation

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

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

13.3 Informal Resolution of Disputes

13.3.1 In the case of any dispute other than one covered by Section 9.3, and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative with authority to resolve the dispute. To initiate the informal dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of an individual who will serve as the initiating Party's representative. The other Party shall have five (5) business days to designate its own representatives. The location, form, frequency, and conclusion of these discussions will be left to the discretion of the representatives. Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Settlement offers by both Parties are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. All other documents related to the dispute that are not prepared for purposes of the settlement offer are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.3.2 Customer-Affecting Disputes

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

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

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

13.4 Billing Disputes

13.4.1 The Parties agree that with respect to matters that are the subject of a billing dispute, the party disputing such billing may withhold payment of the disputed amount. If a billed amount is paid and subsequently disputed and ultimately determined to have been billed in error, interest shall be paid from the time payment was received through time it was refunded. The Parties further agree that if any billing dispute is resolved in favor of the billing Party the billing Party will

receive, in addition to the amount disputed, interest applied to the disputed amount as set forth in Section 9.2.1. Late payment charges shall not be assessed to disputed amounts.

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

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

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

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

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

13.5 Formal Resolution of Disputes

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

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

13.6 Arbitration

13.6.1 When both Parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. Arbitration will be held in Oklahoma City, OK unless the Parties agree otherwise. The arbitration hearing will

be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The Parties agree that, notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the arbitrator has no authority to order punitive, or consequential damages or any other Damages not measured by the prevailing Party's actual Damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. NON-PAYMENT AND PROCEDURES FOR DISCONNECTION

14.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, Unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges.

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

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

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

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

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

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

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

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

- 14.5 Notwithstanding anything to the contrary in this Agreement, AT&T OKLAHOMA's exercise of any of its options under Section 14.4, 14.4.1 and 14.4.2:
- 14.5.1 will not delay or relieve CLEC's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
- 14.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 14.6 A copy of the demand provided to CLEC under Section 14.4 will be provided to the Commission.
- 14.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section, will be made in writing and will be delivered by certified mail, and sent to the addresses stated in Section 15 and to the following:

To AT&T OKLAHOMA:

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

To CLEC:

Michael McAlister
General Counsel
8525 Riverwood Park Drive
North Little Rock, AR 72113

- Either Party may from time-to-time designate another address or addressee by giving notice in accordance with the terms of this Section. Any notice or other communication will be deemed to be given when received.
- 14.8 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 14.4 of this Agreement, the Billing Party may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by AT&T OKLAHOMA to CLEC for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 14.8.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 14.8.2 disconnect any Resale Services, Unbundled Network Elements and/or Collocation furnished under this Agreement.
- 14.8.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by AT&T OKLAHOMA will comply with Oklahoma Corporation Commission rules.
- 14.9 Within five (5) calendar days following any such disconnection, AT&T OKLAHOMA will notify each Resale end user that because of CLEC's failure to pay AT&T OKLAHOMA, the end user's local service will continue for an additional thirty (30) calendar days and that the end user has thirty (30) calendar days from the disconnection date to select a new Local Service Provider.
- 14.10 If any Resale end user fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, AT&T OKLAHOMA may terminate the Resale end user's service.
- 14.11 AT&T OKLAHOMA will notify the Commission of the names of all Resale end users whose local service was terminated pursuant to Section 14.10.

- 14.12 CLEC shall be responsible for all charges for any service furnished by AT&T OKLAHOMA to any end user pursuant to Section 14.9 hereof.
- 14.13 Nothing in this Agreement shall be interpreted to obligate AT&T OKLAHOMA to continue to provide local service to any Resale end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights AT&T OKLAHOMA has with regard to such Resale end users under Applicable Law.

15. NOTICES

15.1 In the event any notices are required to be sent under the terms of this Agreement, they must be made in writing (unless specifically provided otherwise herein) they may be sent by mail, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been received five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service. Notice may also be given by personal delivery, or by overnight courier, and will be deemed given upon receipt of personal delivery; or by overnight courier and will be deemed given the next Business Day. Notice may also be provided by facsimile, provided a paper copy is also sent by another method described in this Section, which will be deemed given on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

15.2 If to CLEC:

Michael McAlister
General Counsel
8525 Riverwood Park Drive
North Little Rock, AR 72113

15.3 If to AT&T OKLAHOMA:

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

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

- 15.4 AT&T OKLAHOMA communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. The parties acknowledge that the Accessible Letter Notification process in no way authorizes AT&T OKLAHOMA to unilaterally change, revise, supercede, amend, modify or otherwise alter the provisions of this agreement.
- 15.5 AT&T OKLAHOMA Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the transmission date set forth on the e-mail message.

- 15.6 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 15.7 CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of AT&T OKLAHOMA's Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by AT&T OKLAHOMA. AT&T OKLAHOMA may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 15.8 AT&T OKLAHOMA shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Unbundled Network Elements under this Agreement; CLEC shall provide AT&T OKLAHOMA with a toll free facsimile number for notices from AT&T OKLAHOMA relating to requests for Resale Services and Unbundled Network Elements under this Agreement.

16. TAXES

- 16.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.
- 16.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:
- 16.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 16.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate.
- 16.2.3 Notwithstanding Section 16.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event

less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

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

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

17. FORCE MAJEURE

- 17.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement (other than an obligation to make money payments) caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

18. PUBLICITY

- 18.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 18.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

19. NETWORK MAINTENANCE AND MANAGEMENT

- 19.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 19.2 Intentionally Left Blank.
- 19.3 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party maintains the right to implement basic protective controls such as "Cancel To" or "Call Gap."
- 19.4 Intentionally Left Blank.
- 19.5 Intentionally Left Blank.
- 19.6 Intentionally Left Blank.

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

20. LAW ENFORCEMENT AND CIVIL PROCESS

20.1 Intercept Devices

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

20.2 Subpoenas

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

20.3 Law Enforcement Emergencies

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

21. CHANGES IN SUBSCRIBER CARRIER SELECTION

- 21.1 Each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.
- 21.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. AT&T OKLAHOMA shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), AT&T OKLAHOMA is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When a CLEC resale end user has abandoned a premise (i.e., vacates a premise without disconnecting service, CLEC will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.

21.3 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At CLEC's written request, AT&T OKLAHOMA will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall AT&T OKLAHOMA charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

22. AMENDMENTS OR WAIVERS

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

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

23. INTERVENING LAW

23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of October 20, 2004: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable Oklahoma statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and Oklahoma statutes, rules, regulations and Orders. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) that are issued, rendered, or adopted after October 20, 2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: Verizon v. FCC, et al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002); the impairment proceedings that will be heard before the Commission and any pending appeals (and following remand and appeal, USTA v. FCC, 359 F.2d 554 (D.C. Cir. 2004), that relate to, or arise from, the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) (the "TRO"), including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. August 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to

commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 and the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241) (rel. October 18, 2004) (collectively "Government Actions"). Except to the extent that AT&T-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T-13STATE's right to exercise its option at any time to adopt on a date specified by AT&T-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable Oklahoma statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that is issued, rendered or adopted after October 20, 2004 and that (i) materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable Oklahoma statute or any of said rules, regulations, Orders, or judicial decisions, (ii) invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationales for any rate(s), terms(s) and/or condition(s) of the Agreement, (iii) and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement specifically including but not limited to those arising with respect to the Government Actions.. For purposes of this section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under this Section 23.0 is not concluded within sixty ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) days period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 13 of this Agreement. During the negotiation or arbitration of any such Change in Law, the Parties shall remain obligated to perform under the terms set forth in this Agreement.

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

24. AUTHORITY

- 24.1 AT&T OKLAHOMA represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T OKLAHOMA represents and warrants that AT&T Inc. has full power and authority to execute and

deliver this Agreement as agent for AT&T OKLAHOMA. AT&T OKLAHOMA represents and warrants that it has full power and authority to perform its obligations hereunder.

- 24.2 CLEC represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of Arkansas and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 24.3 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

25. BINDING EFFECT

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

26. CONSENT

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

27. EXPENSES

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

28. HEADINGS

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

29. RELATIONSHIP OF PARTIES

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

30. CONFLICT OF INTEREST

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

31. MULTIPLE COUNTERPARTS

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

32. THIRD PARTY BENEFICIARIES

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

33. REGULATORY APPROVAL

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

34. TRADEMARKS AND TRADE NAMES

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

35. REGULATORY AUTHORITY

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

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

36. COMMISSION INTERPRETATION OF SAME OR SUBSTANTIVELY SIMILAR LANGUAGE

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

37. TARIFF REFERENCES

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

37.2 Wherever the term "Customer" is used in connection with AT&T OKLAHOMA's retail tariffs, the term "Customer" means the ultimate "consumer" or the end user of any tariffed service.

38. VERIFICATION REVIEWS

38.1 Subject to each Party's reasonable Confidentiality requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records, data, and other documents once in each twelve (12) month period with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of the other Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects

the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

- 38.2 The scope of the audit shall be limited to the services specified in the written notice and to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date.
- 38.3 Such audit will take place at a time and place agreed on by the Parties and begins no later than thirty (30) calendar days after receipt of written notice and shall be completed no later than thirty (30) calendar days after the start of such audit.
- 38.4 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the twentieth calendar day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 38.5 Each audit shall be conducted on the premises of the Audited Party during normal business hours.
- Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of the Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End User(s) of Audited Party except the calling party number.
- 38.6 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 38.7 If any audit confirms any undercharge or overcharge, then the Audited Party will (i) promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 9.2.1, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 38.8 Except as may be otherwise provided in this Agreement, audits shall be performed at the Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 38.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an

independent auditor acceptable to both Parties, subject to the requirements set out in Section 38.4. Any additional audit shall be at the requesting Party's expense.

- 38.10 Either Party may audit the other Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by the Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit
- 38.11 Information obtained or received by either Party in connection with performance of an audit under this Section will be subject to the confidentiality provisions of Section 6 of this Agreement.

39. COMPLETE TERMS

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

40. COOPERATION ON PREVENTING END USER FRAUD

- 40.1 Each Party shall be liable for any fraud associated with that Party's end user's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows end users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: Calling card, collect, and third number billed calls.
- 40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 40.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

41. NOTICE OF NETWORK CHANGES

- 41.1 AT&T OKLAHOMA agrees to provide CLEC reasonable notice consistent with applicable rules, of changes in the information necessary for the transmission and routing of services using AT&T OKLAHOMA's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit AT&T OKLAHOMA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.
- 41.2 Intentionally Left Blank.
- 41.3 General Change Management
- 41.3.1 The Parties will comply with the Change Management Process found within the OSS appendix to this ICA.

42. GOOD FAITH PERFORMANCE

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

43. RESPONSIBILITY OF EACH PARTY

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

44. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

44.1 Intentionally Left Blank.

45. GOVERNMENTAL COMPLIANCE

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

46. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

46.1 Disclosure of Potential Hazards: When and if CLEC notifies AT&T OKLAHOMA that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular AT&T OKLAHOMA building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "work location"), AT&T OKLAHOMA shall timely notify CLEC of any Environmental Hazard at that Work Location of which AT&T OKLAHOMA has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the work location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably

- likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by AT&T OKLAHOMA; and (v) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 46.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to AT&T OKLAHOMA, CLEC shall have the right to inspect, test, or monitor any work location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with AT&T OKLAHOMA's business operations after consultation with AT&T OKLAHOMA, and shall return AT&T OKLAHOMA's property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 46.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any work location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than AT&T OKLAHOMA shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 46.4 Indemnification:
- 46.4.1 Each Party shall indemnify, on request defend, and hold harmless the other Party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying Party or other person acting on the indemnifying Party's behalf, of this Section 46 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other Applicable Law or provision of this Agreement dealing with hazardous substances or protection of human health or the environment.
- 46.4.2 CLEC shall indemnify, on request defend, and hold harmless AT&T OKLAHOMA and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a work location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.
- 46.4.3 AT&T OKLAHOMA shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of AT&T OKLAHOMA or by any person acting on

AT&T OKLAHOMA's behalf, at a work location or (ii) the removal or disposal of any hazardous substances by any employee of AT&T OKLAHOMA or by any person acting on AT&T OKLAHOMA's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either (x) existing or occurring at any Work Location on or before the date of this agreement or (y) caused or created by AT&T OKLAHOMA or its contractors or agents.

47. SUBCONTRACTING

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

48. REFERENCED DOCUMENTS

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

49. SEVERABILITY

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

50. SURVIVAL OF OBLIGATIONS

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

51. GOVERNING LAW

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

52. PERFORMANCE MEASUREMENTS

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

53. OTHER OBLIGATIONS

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55. DIALING PARITY; NUMBER PORTABILITY

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

56. BRANDING

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

57. END USER CUSTOMER INQUIRIES

57.1 Except as otherwise required by Section 20.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

57.2 Except as otherwise required by Section 20.1, each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 57.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

57.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

57.4 CLEC acknowledges that AT&T OKLAHOMA may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

58. DISCLAIMER OF WARRANTIES

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

59. NO WAIVER

59.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

60. DEFINITIONS

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

61. RESALE

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

62. UNBUNDLED NETWORK ELEMENTS

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

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

- 63.1 In connection with its Resale of services to CLEC, AT&T OKLAHOMA agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.
- 63.2 In connection with its furnishing Unbundled Networks Elements to CLEC, AT&T OKLAHOMA agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 7, 8, 9 and 10, respectively.

64. NETWORK INTERCONNECTION ARCHITECTURE

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

65. COMPENSATION FOR DELIVERY OF TRAFFIC

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

66. ANCILLARY FUNCTIONS

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

67. AMENDMENTS AND MODIFICATIONS

- 67.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission. AT&T OKLAHOMA and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 67.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

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70. SCOPE OF AGREEMENT

- 70.1 Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

71. OTHER REQUIREMENTS AND ATTACHMENTS

- 71.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.
- 71.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.


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

Navigator Telecommunications, LLC.

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

Signature: 

Signature: 

Name: Kenrick LeDoux

Name: _____
(Print or Type)

Title: Vice President, Engineering and Chief Technical Officer

Title: Executive Director-Regulatory

Date: 8/3/06

Date: AUG 7 2006

Facilities: OCN/AECN# 2605

Resale: OCN/AECN# 8798

Inter-carrier Compensation Option Choice:

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

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

APPENDIX DEFINITIONS TO THE GENERAL TERMS AND CONDITIONS - OKLAHOMA

1. DEFINITIONS

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

1.1 General Definitions

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

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

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

- 1.1.28 **"Centralized Message Distribution System"** (CMDS) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.
- 1.1.29 **"Central office switch"** (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.29.1 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. An End Office Switch does not include a PBX.
- 1.1.29.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.30 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.31 **"Claim"** means any pending or threatened claim, action, proceeding or suit.
- 1.1.32 **"CNAM Query"** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.
- 1.1.33 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.34 **"Collocation"** is an arrangement where a CLEC leases space at an AT&T OKLAHOMA premises for the placement of equipment necessary for interconnection or access to AT&T OKLAHOMA UNEs.
- 1.1.35 **"Commercial Mobile Radio Services"** (CMRS) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.36 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commissions" means the Oklahoma Corporation Commission (OCC).
- 1.1.37 **"Common Channel Signaling"** (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.38 **"Common Language Location Identifier"** (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.39 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.40 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T OKLAHOMA and forwarded to CLEC.

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

- 1.1.50 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.51 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.52 **“Enhanced Service Provider”** (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.53 **“Exchange Access”** is as defined in the Act.
- 1.1.54 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.55 **“Exchange Message Interface”** (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.56 **“Exchange Service”** means Telephone Exchange Service, as defined in the Act.
- 1.1.57 **“Facility-Based Provider”** is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.1.58 **“Feature Group A”** (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 1.1.59 **“Feature Group D”** (FGD) is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.60 **“FCC”** means the Federal Communications Commission.
- 1.1.61 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 1.1.62 **“Foreign Exchange”** (FX) means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers “LECs,” is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 1.1.63 **“Fraud Monitoring System”** means an off-line administration system that monitors LIDB validation query traffic for suspected occurrences of ABS-related fraud.

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

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

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

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

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

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

Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

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

ATTACHMENT 1: RESALE

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

1. GENERAL REQUIREMENTS

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

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

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

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

- 1.3 AT&T OKLAHOMA will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Pricing Schedule. Except as otherwise expressed herein, AT&T OKLAHOMA also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by AT&T OKLAHOMA and not listed in Pricing Schedule.
- 1.4 AT&T OKLAHOMA will make available to CLEC for resale AT&T OKLAHOMA's Bill Plus and Consolidated Billing service at a discount of five percent (5%) off of AT&T OKLAHOMA tariffed rate for each service (or in the event either of these services is not tariffed, at the rate AT&T OKLAHOMA charges its subscribers).
- 1.5 The Resale discount shall not apply to non-telecommunications services offered for Resale by AT&T OKLAHOMA, including but not limited to the following AT&T OKLAHOMA services at AT&T OKLAHOMA's tariffed rate for each service (or in the event a service is not tariffed, at the rate AT&T OKLAHOMA charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Maintenance of Service Charges
- Suspension Services
- Telecommunications Service Priority Systems
- Access Services
- Cellular Mobile Telephone Interconnection Services

- 1.6 The following services are not being made available by AT&T OKLAHOMA to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

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

2. **BRANDING**

- 2.1 CLEC is free to brand the Resale services that AT&T OKLAHOMA provides to CLEC under the provisions of this Agreement. AT&T OKLAHOMA will not brand such Resale services provided to CLEC under this Agreement as being AT&T OKLAHOMA's services, although certain AT&T OKLAHOMA retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
 - 2.1.1 AT&T OKLAHOMA offers certain retail services that utilize electronic branding to designate the services as AT&T OKLAHOMA retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request AT&T OKLAHOMA to rebrand such services as CLEC services or to offer them without a brand. AT&T OKLAHOMA will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse AT&T OKLAHOMA for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before

unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by AT&T OKLAHOMA as of the effective date of this Agreement.

To the extent other LSPs subsequently utilize such unbranded services, AT&T OKLAHOMA agrees to reimburse CLEC for a reasonable portion of its costs.

- 2.2 CLEC will provide the exclusive interface to CLEC end users in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where AT&T OKLAHOMA personnel interface directly with CLEC end users in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 2.3 Branding provisions concerning AT&T OKLAHOMA's furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement.
- 2.4 CLEC will not, without AT&T OKLAHOMA's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T OKLAHOMA or its affiliates.

3. CHARGE CHANGE IN END USER LOCAL SERVICE PROVIDER (CONVERSION)

- 3.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set forth in Pricing Schedule.
 - 3.1.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, a conversion charge will apply as set for in Pricing Schedule. Custom Services conversions (e.g. Plexar Custom) will be handled on a Customer Specific Proposal basis.
 - 3.1.2 Simple and Complex Service Orders are defined as follows:

Simple (Manual) Conversion - change in local service provider where services involved are simple, Plain Old Telephone Service (POTS); those services that do not require special review/coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality. e.g., normal single line residence or business flat rate or measured local exchange access line. CLEC passes (FAX/phone) manual local service request to LECC and ILEC service representative input request in service order system for provisioning.

Electronic Conversion - change in local service provider where services involved are simple; CLEC passes electronic local service request to ILEC through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel; also where a complex service is passed through electronic interface to ILEC service order systems and service order completes without manual intervention on behalf of ILEC service order personnel.

Complex (Manual) Conversion - change in local service provider involving services that are not characterized as POTS; those services that may require special review/ coordination by other departments (e.g., Routing Managers, Circuit Provisioning Center, Network Sales Support, etc.) for engineering or design work to assure industry standard transmission quality; also, new services that use a different platform than current technology (e.g., SS7 based AIN services).
- 3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from AT&T OKLAHOMA or another LSP to CLEC, AT&T OKLAHOMA will charge

CLEC . the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge.

- 3.3 For purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AT&T OKLAHOMA's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.4 Upon an end user's subscription to CLEC local Resale service, AT&T OKLAHOMA will promptly remove from the LIDB any AT&T OKLAHOMA assigned telephone line based calling card number (TLN) applicable to that end user.

4. PRICING

- 4.1 The prices charged or discounts applied to CLEC for Resale service are set forth in Pricing Schedule.
- 4.2 Resale services offered by AT&T OKLAHOMA through promotions will be available to CLEC on terms and conditions no less favorable than those AT&T OKLAHOMA makes available to its customers, provided that for promotions of 90 days or less, AT&T OKLAHOMA will offer the services to CLEC for resale at the promotional rate without a wholesale discount. For promotions of more than 90 days, AT&T OKLAHOMA will make the services available at the avoided cost discount from the promotional rate.

5. NO RESTRICTIONS ON RESALE

- 5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the Oklahoma commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business end users AT&T OKLAHOMA's Resale services that are restricted by AT&T OKLAHOMA's tariffs to use by residential subscribers. AT&T OKLAHOMA is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. AT&T OKLAHOMA will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

6. DIALING PARITY

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

7. MAINTENANCE

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

8. CHANGES IN RETAIL SERVICE

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

9. BILLING FOR LOCAL SERVICE

9.1 AT&T OKLAHOMA will bill CLEC for Resale services provided by AT&T OKLAHOMA to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.

9.2 AT&T OKLAHOMA will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

10. OPERATIONAL REQUIREMENTS

10.1 AT&T OKLAHOMA will provide operational interfaces to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 2: Ordering and Provisioning-Resale.

10.2 AT&T OKLAHOMA will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

APPENDIX SERVICES/PRICING

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

1. PLEXAR FAMILIES OF SERVICES REQUIREMENTS

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

2. CLASS AND CUSTOM FEATURES REQUIREMENTS

- 2.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. AT&T OKLAHOMA will provide to CLEC a list of all services and features. As requested by CLEC, AT&T OKLAHOMA will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information

provided by AT&T OKLAHOMA differs from the tariff, the tariff prevails. AT&T OKLAHOMA will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

3. VOLUNTARY FEDERAL CUSTOMER FINANCIAL ASSISTANCE PROGRAMS

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

4. E911/911 SERVICES

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

5. SERVICES TO DISABLED CUSTOMERS

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

6. TELEPHONE RELAY SERVICE

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

7. LIFELINE SERVICES

7.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. AT&T OKLAHOMA agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.

7.2 When a AT&T OKLAHOMA Lifeline Services customer chooses to obtain Resale service from CLEC, AT&T OKLAHOMA will confirm such AT&T OKLAHOMA customer's Lifeline Service eligibility to CLEC,

in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells AT&T OKLAHOMA's Lifeline Services are eligible to receive same.

8. ADVANCED INTELLIGENT NETWORK

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

9. PAY PHONE SERVICES

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

10. CALL TRACE

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

11. SUSPENSION SERVICES

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

12. PAYMENTS OF RATES & CHARGES FROM A THIRD PARTY

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

13. SERVICES AVAILABLE FOR RESALE AND ASSOCIATED PRICES

- 13.1 AT&T OKLAHOMA's Retail Telecommunications Services available for Resale at a 19.8% discount are listed on Pricing Schedule.

APPENDIX CUSTOMIZED ROUTING-RESALE

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

1. CUSTOMIZED ROUTING OF CLEC DIRECTORY ASSISTANCE AND OPERATOR SERVICES

- 1.1 Where CLEC purchases Resale services, and elects to provide Directory Assistance and Operator Services to its Customers through its own Directory Assistance and Operator Services platforms, AT&T OKLAHOMA will provide the functionality and features required to route all calls from CLEC Customer for Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) to the CLEC designated trunks for the provision of CLEC Directory Assistance and Operator Services, in accordance with Section 1.2 of this Appendix.
- 1.2 AT&T OKLAHOMA is free to choose the methodology deployed in AT&T OKLAHOMA's network to perform customized routing of Directory Assistance and Operator Services.
- 1.3 AT&T OKLAHOMA will make available to CLEC the ability to route Directory Assistance and Operator Services calls dialed by CLEC Customers directly to the CLEC Directory Assistance and Operator Services platform.
- 1.4 AT&T OKLAHOMA will provide the functionality and features within its local circuit switch (LS) providing the resold local service to route CLEC customer-dialed Directory Assistance local calls to CLEC designated trunks via Feature Group C signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.5 AT&T OKLAHOMA will provide the functionality and features within its LS to route CLEC customer dialed 0/0+ local and IntraLATA calls to the CLEC designated trunks via Feature Group C signaling.
- 1.6 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact AT&T OKLAHOMA's operator and request the assistance of a supervisor as is done by AT&T OKLAHOMA's operators
- 1.7 AT&T OKLAHOMA will provide the functionality and features within its LS providing the resold local service to route CLEC customer dialed 0- and 0+ local calls to the CLEC designated trunks via Modified Operator Signaling Services (MOSS) Feature Group C signaling. In all cases, AT&T OKLAHOMA will provide post-dial delay at least equal to that provided by AT&T OKLAHOMA for its end user Customers.
- 1.8 AT&T OKLAHOMA will forward with all Directory Assistance and Operator Services calls from CLEC Customers all appropriate line data required by CLEC to identify the type of line. Such data shall include, but not be limited to, originating line number, 10 digits, line class code, and any other data elements required to allow CLEC to appropriately identify the originating line for purposes of call handling and recording.
- 1.9 All direct routing capabilities described herein will permit CLEC Customers to dial the same telephone numbers for CLEC Directory Assistance and Operator Services that similarly-situated AT&T OKLAHOMA Customers dial for reaching equivalent AT&T OKLAHOMA services.
- 1.10 The rates for Customized Routing Resale are contained in the Pricing Schedule.

APPENDIX DA-RESALE

AT&T OKLAHOMA-PROVIDED DIRECTORY ASSISTANCE SERVICE

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

1. SERVICE

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

2. DEFINITIONS - The following terms are defined as set forth below:

- 2.1 Directory Assistance Services. AT&T OKLAHOMA will provide the following DA Services:
 - 2.1.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
 - 2.1.2 Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
 - 2.1.3 National Directory Assistance (NDA) A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 2.1.4 Reverse Directory Assistance (RDA) An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
 - 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.
 - 2.1.6 Emergency Nonpub Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party.
- 2.2 Non-List Number - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T OKLAHOMA DA Operator.
- 2.3 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a AT&T OKLAHOMA DA Operator.

- 2.4 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a AT&T OKLAHOMA DA Operator.
- 2.5 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.6 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

3. CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC's. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. AT&T OKLAHOMA will offer Call Branding of DA in the name of CLEC or load a silent brand if requested.
- 3.2 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 3.3 AT&T OKLAHOMA Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users.

4. RESPONSIBILITIES OF AT&T OKLAHOMA

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

5. PRICING

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

6. LIABILITY

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

APPENDIX OS-RESALE

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

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

1. **AT&T OKLAHOMA WILL PROVIDE THE FOLLOWING THREE TIERS OF OPERATOR SERVICES**

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

2. **AT&T OKLAHOMA WILL PROVIDE TO CLEC THE CALL TYPES IN SECTIONS 3 THROUGH 8 BELOW**

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

- 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
- 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
- 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

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

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

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

- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
6. **OPERATOR HANDLED STATION-TO-STATION** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
7. **OPERATOR HANDLED PERSON-TO-PERSON** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
8. **OPERATOR TRANSFER SERVICE** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in AT&T OKLAHOMA's Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
9. **CALL BRANDING** - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC's. In all cases the rates quoted to the customer and those applied to the call will be CLEC's.
 - 9.1 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC or indicate that a silent brand be loaded. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
 - 9.2 AT&T OKLAHOMA Operator Services operators will provide Operator Services Rate Information upon request to CLEC's end users.
10. **OTHER OPERATOR ASSISTANCE SERVICES**
 - 10.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
 - 10.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.
 - 10.3 Handling of Emergency Calls to Operator - AT&T OKLAHOMA agrees to process emergency calls from CLEC Resale customers to an Operator in the same manner that AT&T OKLAHOMA processes the same type of call for a AT&T OKLAHOMA end user customer.
 - 10.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
11. **RESPONSIBILITIES OF THE PARTIES**
 - 11.1 AT&T OKLAHOMA will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.

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

12. METHODS AND PRACTICES

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

13. PRICING

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

14. LIABILITY

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

APPENDIX WHITE PAGES (WP) - RESALE

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

1. INTRODUCTION

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

2. SERVICE PROVIDED

- 2.1 AT&T OKLAHOMA will use the practices and procedures and the rules and regulations applicable to its provision of White Pages directories on a nondiscriminatory basis. AT&T OKLAHOMA will include in appropriate White Pages directories the primary alphabetical listings of all CLEC customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and AT&T OKLAHOMA's practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T OKLAHOMA's listings database, CLEC will receive for its End User, one primary listing in AT&T OKLAHOMA's White Pages directory and a listing in AT&T OKLAHOMA's directory assistance database.
- 2.2 CLEC will furnish to AT&T OKLAHOMA subscriber listing information pertaining to CLEC customers located within the AT&T OKLAHOMA local directory area, along with such additional information as AT&T OKLAHOMA may require to prepare and print the alphabetical listings of said directory. AT&T OKLAHOMA will accept listing information from CLEC according to the manual and mechanized listing methods, procedures and ordering instructions provided via the CLEC Online website. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC will submit changes to listing information within three (3) Business Days of the effective date of the change (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC must submit all listing information intended for publication by the directory close date.
- 2.3 AT&T OKLAHOMA will include the listing information for CLEC's customers for Resale services in AT&T OKLAHOMA's White Pages directory database in the same manner as it includes listing information for AT&T OKLAHOMA's end user customers.
- 2.4 AT&T OKLAHOMA will provide, via the SBC CLEC Online website, the directory listing criteria, methods, procedures and ordering information to CLEC for White Pages listings and will provide changes to such criteria not later than thirty (30) days in advance of such changes becoming effective. This information will include, but not be limited to:
 - 2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings).
 - 2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available.
- 2.5 CLEC may purchase unpublished, unlisted, foreign, enhanced or other listings in addition to the primary listing on a per listing basis and will pay AT&T OKLAHOMA amounts attributable to such Listings used

- by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.
- 2.6 CLEC can access via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. AT&T OKLAHOMA will provide directory schedule updates, including the directory schedule for a new calendar year, not later than thirty (30) calendar days prior such changes becoming effective.
 - 2.7 CLEC's subscriber listings are to be interfiled (interspersed) with AT&T OKLAHOMA's and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
 - 2.8 AT&T OKLAHOMA will deliver AT&T OKLAHOMA's White Pages directory to CLEC's End Users at no charge in the same manner and at the same time that they are delivered to AT&T OKLAHOMA subscribers during the annual delivery of newly published directories.
 - 2.9 AT&T OKLAHOMA has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with AT&T OKLAHOMA's directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
 - 2.10 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the AT&T OKLAHOMA White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than AT&T OKLAHOMA information pages. CLEC will provide to AT&T OKLAHOMA, sixty (60) days prior to the directory close date, the information page(s) in camera ready format. AT&T OKLAHOMA will have the right to approve, and with CLEC's agreement, AT&T OKLAHOMA may, but is not required to, revise the format and content of such information page(s). See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
 - 2.11 AT&T OKLAHOMA will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published, sixty (60) calendar days prior to directory close date, CLEC will provide AT&T OKLAHOMA the information to be published on the information page according to the instructions provided on SBC CLEC Online website (CLEC will be limited to a maximum of one representation in any single edition of a AT&T OKLAHOMA White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).
 - 2.12 AT&T OKLAHOMA will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, AT&T OKLAHOMA will provide daily electronic directory listing verification via AT&T OKLAHOMA's White Page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
 - 2.13 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, AT&T OKLAHOMA will provide CLEC, upon request, an electronic verification report, in directory appearance format, of subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. AT&T OKLAHOMA will accept standing requests for this report on those White Page directories specified by CLEC.
 - 2.14 CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to AT&T OKLAHOMA via the appropriate directory listing correction process no less than thirty (30) days prior to the AT&T OKLAHOMA Business Office Close date for that

directory, provided that AT&T OKLAHOMA made the electronic verification list available to CLEC in a timely manner as specified above.

3. OWNERSHIP AND USE OF SUBSCRIBER LISTING INFORMATION

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

ATTACHMENT 2: ORDERING AND PROVISIONING - RESALE

1. GENERAL REQUIREMENTS

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

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

2. PRE-ORDER AND ORDERING REQUIREMENTS

- 2.1 AT&T OKLAHOMA will provide to CLEC a Firm Order Confirmation (FOC), service completion, and other provisioning data and information
- 2.2 For migration activity, in response to a Party's CSR (Customer Service Request) the other Party will provide End User information, including End User name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the End User is provisioned. Also, the other Party will:
 - 2.2.1 Identify features and services to which the End User subscribes (Each Party agrees that that its representatives will not access the information specified in this Subsection until after the End User requests that the End User's local exchange service provider be changed to that Party);
 - 2.2.2 In response to a Party's reservation of a telephone number (including requests for vanity numbers), the other Party will assign a telephone number (if the End User does not have one assigned). Reservation and aging of these numbers remain the assigning Party's responsibility.
 - 2.2.3 Perform address verification.
- 2.3 All CSR data exchanged must include English, USOC and FID format.

3. ORDERING REQUIREMENTS

- 3.1 Pursuant to Attachment 1 Resale and upon CLEC's request through a non-vacation Suspend/Restore order, will suspend or restore the functionality of any applicable Resale service, where technically feasible and in parity with AT&T OKLAHOMA's End Users.
- 3.2 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in Pricing Schedule.
- 3.3 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.4 When a CLEC End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in Pricing Schedule and are applied per billable telephone number.
- 3.5 AT&T OKLAHOMA will provide to CLEC the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that AT&T OKLAHOMA provides such blocking capabilities to its End Users and to the extent required by law.
- 3.6 When ordering a Resale service, CLEC may order from AT&T OKLAHOMA separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order as discussed in Attachment 1, Resale. AT&T OKLAHOMA will accept PIC change orders for intraLATA toll and long distance services.
- 3.7 When a Party to this agreement submits migration orders for a Resale service, all pre- assigned trunk or telephone numbers currently associated with that service will be retained without loss of switch feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 3.8 When AT&T OKLAHOMA converts a CLEC End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Pricing Schedule under the heading "Resale"; no wholesale discount is available for the non-recurring service order charges for those services listed in Pricing Schedule under the heading "OTHER (Resale)."
- 3.9 AT&T OKLAHOMA will provide standard provisioning intervals for all Resale services.
- 3.10 S AT&T C OKLAHOMA will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. AT&T OKLAHOMA will use a mechanized process to ensure that AT&T OKLAHOMA's directory listing, 911 and LIDB information for the End User is not deleted during the process of converting that End User to resold service provided by a CLEC.

4. PROVISIONING REQUIREMENTS

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

5. ORDER FORMAT AND DATA ELEMENTS FOR RESALE SERVICE

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

most current version of the AT&T OKLAHOMA LSOR, which will be made available via the AT&T OKLAHOMA website or as otherwise mutually agreed upon by the Parties.

6. ORDER DUE DATE

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

7. CHARGING FOR PROCESSING OF REQUESTS FOR RESOLD SERVICES

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

ATTACHMENT 3: MAINTENANCE - RESALE

1. GENERAL REQUIREMENTS

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

2. MAINTENANCE REQUIREMENTS

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

3. REPAIR SERVICE RESPONSE

- 3.1 AT&T OKLAHOMA technicians will provide repair service that is at least equal in quality to that provided to AT&T OKLAHOMA End Users , trouble calls from CLEC will receive response time and priorities that are at least equal to that of AT&T OKLAHOMA End Users. CLEC and AT&T OKLAHOMA agree to use the severity and priority restoration guidelines.

4. INTERCOMPANY COMMUNICATIONS

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

5. EMERGENCY RESTORATION

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

6. MISDIRECTED REPAIR CALLS

- 6.1 All misdirected repair calls to AT&T OKLAHOMA from CLEC End Users will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by AT&T OKLAHOMA will refer CLEC End Users (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in AT&T OKLAHOMA territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for

all End Users . CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for AT&T OKLAHOMA End Users to a AT&T OKLAHOMA designated number.

7. REPAIR PROCEDURES

7.1 AT&T OKLAHOMA agrees to the following:

7.1.2 The AT&T OKLAHOMA LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number) 24 hours per day, seven (7) days a week.

7.1.3 While in manual mode operation, AT&T OKLAHOMA will provide CLEC "estimated time to restore." Upon request, AT&T OKLAHOMA's LOC will provide CLEC status of missed repair commitments. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, additional status will be provided at the CLEC's request. The original trouble commitment will not be changed due to possible loss of priority for that End Users . All missed appointments (e.g., vendor meets) will be handled in the same way. See Attachment 27 OSS for any electronic processing. 7.1.4 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

8. ESCALATION PROCEDURES

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

9. PREMISES VISIT PROCEDURES

9.1 AT&T OKLAHOMA Maintenance of Service Charges, when applicable, will be billed by AT&T OKLAHOMA to CLEC, and not to CLEC's End Users.

9.1.1 Dispatching of AT&T OKLAHOMA technicians to CLEC End User premises shall be accomplished by AT&T OKLAHOMA pursuant to a request received from CLEC. Additionally, dispatching of AT&T OKLAHOMA's technicians may occur when AT&T OKLAHOMA detects network trouble during routine maintenance.

9.1.2 When a AT&T OKLAHOMA employee visits the premises of a CLEC local End User , the AT&T OKLAHOMA employee must inform the End User that he or she is there acting on behalf of their local service provider. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that AT&T OKLAHOMA was on their premises acting on behalf of their local service provider.

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

10. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

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

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE

1. GENERAL

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

2. BILLABLE INFORMATION AND CHARGES

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

3. ISSUANCE OF CONNECTIVITY BILLS - GENERAL

- 3.1 AT&T OKLAHOMA will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. AT&T OKLAHOMA will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and

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

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

4. ELECTRONIC TRANSMISSIONS

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

5. TAPE OR PAPER TRANSMISSIONS

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

Tape Transmissions via U.S. Mail:	Michael McAlister, General Counsel Navigator Telecommunications, LLC 8525 Riverwood Park Drive North Little Rock, AR 72113
Tape Transmissions via Overnight Delivery:	Michael McAlister, General Counsel Navigator Telecommunications, LLC 8525 Riverwood Park Drive North Little Rock, AR 72113
Paper Transmissions via U.S. Mail:	Michael McAlister, General Counsel Navigator Telecommunications, LLC 8525 Riverwood Park Drive North Little Rock, AR 72113
Paper Transmissions via Overnight Delivery:	Michael McAlister, General Counsel Navigator Telecommunications, LLC 8525 Riverwood Park Drive North Little Rock, AR 72113

6. TESTING REQUIREMENTS

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

7. ADDITIONAL REQUIREMENTS

- 7.1 AT&T OKLAHOMA agrees that if it transmits data to CLEC in a mechanized format, AT&T OKLAHOMA will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:
- a) The BAN shall not contain embedded spaces or low values;
 - b) The Bill Date shall not contain spaces or non-numeric values;
 - c) Each Connectivity Bill must contain at least one detail record;
 - d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8. BILL ACCURACY CERTIFICATION

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

9. PAYMENT OF CHARGES

- 9.1 Subject to the terms of this Agreement, CLEC and AT&T OKLAHOMA will remit the billed amount within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.
- 9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, AT&T OKLAHOMA and CLEC will provide each other the name and address of their respective banks, their respective accounts and routing numbers and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. The Parties will electronically transfer funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. In the event CLEC receives multiple Connectivity Bills from AT&T OKLAHOMA which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to AT&T's bank account specified in this subsection. Each party will provide the other party with a contact person for the handling of Connectivity Billing payment questions or problems.

10. EXAMINATION OF RECORDS

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

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1. INTRODUCTION

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

2. GENERAL REQUIREMENTS FOR USAGE DATA

- 2.1 AT&T OKLAHOMA's provision of Usage Data to CLEC will be in accordance with the Performance Metrics as reported on the CLEC Online. AT&T OKLAHOMA performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but AT&T OKLAHOMA's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.
- 2.2 AT&T OKLAHOMA will retain Usage Data in accordance with the AT&T Daily Usage File User Guide. As found on AT&T's CLEC OnLine website subject to applicable laws and regulations.

3. USAGE DATA SPECIFICATIONS

- 3.1 AT&T OKLAHOMA will provide usage data for CLEC Customers using AT&T OKLAHOMA -provided Resale services. Usage Data includes, but is not limited to, the following categories of information:
- a) Completed calls;
 - b) Use of CLASS/LASS/Custom Features;
 - c) Calls to Directory Assistance where AT&T OKLAHOMA provides such service to an CLEC customer;
 - d) Calls completed via AT&T OKLAHOMA - provided Operator Services where AT&T OKLAHOMA provides such service to CLEC's Local Service customer;
 - e) Station level detail for AT&T OKLAHOMA - provided PLEXAR families of services;
 - f) Complete call detail and complete timing information for Resale services.

AT&T OKLAHOMA will provide Usage Data for calls that AT&T OKLAHOMA records (e.g., Local Measured Services).

4. USAGE DATA FORMAT

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

5. USAGE DATA REQUIREMENTS

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

5.6 The IS Call Center can be contacted to respond to CLEC record transmission inquiries. Other Usage inquiries should be coordinated through Account Management. If written notification is not received within thirty (30) calendar days, AT&T OKLAHOMA shall have no further obligation to recover the data and shall have no further liability to the CLEC.

6. ALTERNATIVELY BILLED CALLS

- 6.1 Calls that are placed using the services of AT&T Oklahoma or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a AT&T Oklahoma line or other LEC or LSP are called "Outcollects."
- 6.2 Outcollects: AT&T Oklahoma will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). AT&T Oklahoma will transmit such data to CLEC via the DUF.
- 6.3 Incollects: AT&T Oklahoma will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). AT&T Oklahoma will transmit such data to CLEC via the DUF.
- 6.4 Charges for Alternately Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.

ATTACHMENT 6: ACCESS TO UNBUNDLED NETWORK ELEMENTS (251 (c)(3) UNEs)

1. INTRODUCTION

This Attachment 6: Access to Unbundled Network Elements (251 (c)(3) UNEs) to the Agreement sets forth the unbundled Network Elements that AT&T OKLAHOMA agrees to offer to CLEC. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto.

2. GENERAL TERMS AND CONDITIONS

2.1 251 (c)(3) UNEs and Declassification. This Agreement sets forth the terms and conditions pursuant to which AT&T OKLAHOMA will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in AT&T OKLAHOMA's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, AT&T OKLAHOMA shall be obligated to provide 251 (c)(3) UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders, and may decline to provide 251 (c)(3) UNEs to the extent that provision of the 251 (c)(3) UNE(s) is not required by Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders. 251 (c)(3) UNEs that AT&T OKLAHOMA is required to provide pursuant to Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders shall be referred to in this Agreement as "251 (c)(3) UNEs." The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to make available 251 (c)(3) UNEs and access to 251 (c)(3) UNEs to CLEC in AT&T OKLAHOMA's incumbent local exchange areas. AT&T OKLAHOMA has no obligation to provide such 251 (c)(3) UNEs to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T OKLAHOMA's incumbent local exchange areas. In addition, AT&T OKLAHOMA is not obligated to provision 251 (c)(3) UNEs or to provide access to 251 (c)(3) UNEs and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T OKLAHOMA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Attachment, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T OKLAHOMA incumbent local exchange area(s) in the State in which this Agreement with AT&T OKLAHOMA has been approved by the relevant state Commission and is in effect.

2.1.1 A network element, including a network element referred to as a 251 (c)(3) UNE under this Agreement, will cease to be a 251 (c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders. Without limitation, a 251 (c)(3) UNE that has ceased to be a 251 (c)(3) UNE may also be referred to as "Declassified."

2.1.2 Without limitation, a network element, including a network element referred to as a 251 (c)(3) UNE under this Agreement is Declassified, upon or by (a) the issuance of the mandate in *United States Telecom Association v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I"); or (b) operation of the *Triennial Review Order* released by the FCC on August 21, 2003 in CC Docket Nos. 01-338, 96-98 and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003, as modified by the Errata issued by the FCC in that same proceeding, FCC 03-227, 18 FCC Rcd 19020 (rel. Sept. 17, 2003) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003, including rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance of the mandate in the D.C. Circuit Court of Appeals' decision,

United States Telecom Association v. FCC, Case No. 00-1012 (D.C. Cir. 2004) ("USTA II"); or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that AT&T OKLAHOMA is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act. By way of example only, a network element can cease to be a 251 (c)(3) UNE or be Declassified on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, "Transition Procedure" as discussed in this agreement shall apply.

2.1.2.1 By way of example only, and without limitation, network elements that are Declassified include at least the following: (i) entrance facilities; (ii) dedicated transport at any level, including but not limited to DSO, OCN, DS1, DS3 or Dark Fiber Transport; (iii) Local Switching (as defined in Section 8 of this Attachment); (iv) OCn Loops, DS1 or DS3 Loops, or Dark Fiber Loops; (v) the Feeder portion of the Loop; (vi) Line Sharing; (vii) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with CLEC's use of AT&T OKLAHOMA's ULS (as no local switching constitutes 251 (c)(3) UNE local switching, AT&T OKLAHOMA is not obligated to provide, and CLEC shall not request such Call-Related Databases, other than the 911 and E911 databases, under this Agreement; (viii) SS7 signaling that is not provisioned in connection with CLEC's use of AT&T OKLAHOMA's ULS (as no local switching constitutes 251 (c)(3) UNE local switching, AT&T OKLAHOMA is not obligated to provide, and CLEC shall not request SS7 signaling under this Agreement); (ix) Packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xi) Fiber-to-the-Home Loops (as defined in 47 CFR 51.319(a)(3)) ("FTTH Loops"), except to the extent that AT&T OKLAHOMA has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T OKLAHOMA will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop on an unbundled basis;

2.1.2.2 Additional network elements that may be Declassified and be subject to this Section 2.1.2.2 include any element or class of elements as to which a general determination is made that requesting Telecommunications Carriers are not impaired without access to such element or class of elements;

2.1.2.3 At a minimum, at least the items set forth in this Section 2.1 shall not constitute 251 (c)(3) UNEs under this Agreement.

2.1.3 It is the Parties' intent that only 251 (c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require 251 (c)(3) UNE(s) or unbundling without specifically noting that the 251 (c)(3) UNE(s) or unbundling must be "," the reference shall be deemed to be a reference to 251 (c)(3) UNE(s) or unbundling, as defined in this Section 2.1.

2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T OKLAHOMA is required to provide a 251 (c)(3) UNE or 251 (c)(3) UNE combination or other arrangement including a "251 (c)(3) UNE Dedicated Transport," and Dedicated Transport is Declassified or is otherwise no longer a 251 (c)(3) UNE, then AT&T OKLAHOMA shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T OKLAHOMA that any item identified in this Agreement as a 251 (c)(3) UNE, network element or 251 (c)(3) UNE is a network element or 251 (c)(3) UNE under Section 251(c)(3) of the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders, that AT&T OKLAHOMA is required to provide to

CLEC alone, or in combination with other network elements or 251 (c)(3) UNEs (or otherwise), or commingled with other network elements, 251 (c)(3) UNEs (or otherwise) or other services or facilities.

- 2.3 The preceding includes without limitation that AT&T OKLAHOMA shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T OKLAHOMA network elements that do not constitute 251 (c)(3) UNEs, or where 251 (c)(3) UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or 251 (c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251 (c)(3) UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 Transition Procedure. AT&T OKLAHOMA shall only be obligated to provide 251 (c)(3) UNEs under this Agreement. To the extent an element described as a 251 (c)(3) UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a 251 (c)(3) UNE, AT&T OKLAHOMA may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other 251 (c)(3) UNEs or other elements or services. Accordingly, in the event one or more elements described as 251 (c)(3) UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a 251 (c)(3) UNE, AT&T OKLAHOMA will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, AT&T OKLAHOMA agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251 (c)(3) UNE in the AT&T OKLAHOMA notice letter referenced in this Section 2.5. AT&T OKLAHOMA reserves the right to audit the CLEC orders transmitted to AT&T OKLAHOMA and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and AT&T OKLAHOMA's rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the element(s) identified in the AT&T OKLAHOMA notice, including the combination or other arrangement in which the element(s) were previously provided:
- (a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
 - (b) AT&T OKLAHOMA and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and if CLEC and AT&T OKLAHOMA have failed to reach agreement, under (b), above, as to a substitute service arrangement or element, then AT&T OKLAHOMA may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

- 2.5.1 The provisions set forth in this Section 2.5 "Transition Period" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 "Transition Period" to be implemented or effective as provided above. Further, Section 2.5 "Transition Period" governs the situation where an unbundled network element or 251 (c)(3) UNE under this Agreement is Declassified or is otherwise no longer a 251 (c)(3) UNE,

even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

- 2.5.2 Notwithstanding anything in this Agreement or in any Amendment, AT&T OKLAHOMA shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other 251 (c)(3) UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a 251 (c)(3) UNE. The preceding includes without limitation that AT&T OKLAHOMA shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving AT&T OKLAHOMA network elements that do not constitute 251 (c)(3) UNEs, or where 251 (c)(3) UNEs are not requested for permissible purposes.
- 2.6 Where processes for any 251 (c)(3) UNE requested pursuant to this Agreement, whether alone or in conjunction with any other 251 (c)(3) UNE(s) or service(s), pursuant to this Agreement are not already in place, AT&T OKLAHOMA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.7 CLEC may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide, within the technical parameters of the Unbundled Network Element.
- 2.8 If CLEC orders unbundled Network Elements in combination pursuant to this Attachment, and identifies to AT&T OKLAHOMA the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), AT&T OKLAHOMA will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that AT&T OKLAHOMA provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. Unbundled Network element combinations provided to CLEC by AT&T OKLAHOMA will meet all performance criteria and measurements that AT&T OKLAHOMA achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).
- 2.9 Conditions for Access to 251 (c)(3) UNEs
- 2.9.1 In order to access and use 251 (c)(3) UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the 251 (c)(3) UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to 251 (c)(3) UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T OKLAHOMA immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T OKLAHOMA shall constitute material breach of this Agreement.
- 2.9.2 Other conditions to accessing and using any 251 (c)(3) UNE (whether on a stand-alone basis or in combination with other network elements or 251 (c)(3) UNEs (or otherwise) may be applicable under and effective FCC rules and associated and effective FCC and judicial orders ("Qualifying Services Conditions") and will also apply, as follows:
- 2.10 New Combinations Involving 251 (c)(3) UNEs
- 2.10.1 Subject to the provisions hereof and upon CLEC request, AT&T OKLAHOMA shall meet its combining obligations involving 251 (c)(3) UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

- 2.10.1.1 Any combining obligation is limited solely to combining of 251 (c)(3) UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T might offer pursuant to Section 271 of the Act.
- 2.10.2 In the event that AT&T OKLAHOMA denies a request to perform the functions necessary to combine 251 (c)(3) UNEs or to perform the functions necessary to combine 251 (c)(3) UNEs with elements possessed by CLEC, AT&T OKLAHOMA shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T OKLAHOMA shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.10 of this Attachment.
- 2.10.3 In accordance with and subject to the provisions of this Section 2.10, including Section 2.10.3.2 and 2.10.5, the new 251 (c)(3) UNE combinations set forth in the Schedule(s) – 251 (c)(3) UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.
- 2.10.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as AT&T OKLAHOMA being required to perform the functions necessary to combine 251 (c)(3) UNEs and to combine 251 (c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Attachment was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, AT&T OKLAHOMA is willing to perform the actions necessary to also complete the actual physical combination for those new 251 (c)(3) UNE combinations set forth in the Schedule(s) – 251 (c)(3) UNE Combinations to this Appendix, subject to the following:
- 2.10.3.1.1 Section 2.10, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T OKLAHOMA from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving 251 (c)(3) UNEs. Such rights, remedies, and arguments are expressly reserved by AT&T OKLAHOMA. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T OKLAHOMA from taking any position with respect to combinations including 251 (c)(3) UNEs or any issue or subject addressed or related thereto.
- 2.10.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, AT&T OKLAHOMA shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.10.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.10.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 2.10.3.1.3 Without affecting the application of Section 2.10.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T OKLAHOMA, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine 251 (c)(3) UNEs and combine 251 (c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T OKLAHOMA obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine 251 (c)(3) UNEs and combine 251 (c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.10.3.4 A new 251 (c)(3) UNE combination, if any, listed on a Schedule – 251 (c)(3) UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new 251 (c)(3) UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.10.3.5 For a new 251 (c)(3) UNE combination, if any, listed on a Schedule – 251 (c)(3) UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by AT&T OKLAHOMA, and CLEC will be charged the applicable 251 (c)(3) UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual 251 (c)(3) UNE and cross connect ordered.
- 2.10.3.6 Upon notice by AT&T OKLAHOMA, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T OKLAHOMA in providing the new 251 (c)(3) UNE combinations, if any, set forth in Schedule(s) – 251 (c)(3) UNE Combinations, which work is not covered by the charges applicable per Section 2.10.3.5. For any such work done by AT&T OKLAHOMA under Section 2.10.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by AT&T OKLAHOMA, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.10.4 In accordance with and subject to the provisions of this Section 2.10, any request not included in Section 2.10.3 in which CLEC wants AT&T OKLAHOMA to perform the functions necessary to combine 251 (c)(3) UNEs or to perform the functions necessary to combine 251 (c)(3) UNEs with elements possessed by CLEC (as well as requests where CLEC also wants AT&T OKLAHOMA to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.10.4.1 In any such BFR, CLEC must designate among other things the 251 (c)(3) UNE(s) sought to be combined and the needed location(s), the order in which the 251 (c)(3) UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an AT&T OKLAHOMA 251 (c)(3) UNE and the network element(s) possessed by CLEC.
- 2.10.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by AT&T OKLAHOMA under Section 2.10.1.

Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T OKLAHOMA's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests AT&T OKLAHOMA to perform work not required by Section 2.10.1, CLEC shall be charged a market-based rate for any such work.

2.10.5 Without affecting the other provisions hereof, the 251 (c)(3) UNE combining obligations referenced in this Section 2.10 apply only in situations where each of the following is met:

2.10.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.10.5.2 AT&T OKLAHOMA's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.10.5.3 AT&T OKLAHOMA would not be placed at a disadvantage in operating its own network;

2.10.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251 (c)(3) UNEs or to Interconnect with AT&T OKLAHOMA's network; and

2.10.5.5 CLEC is

2.10.5.5.1 unable to make the combination itself; or

2.10.5.5.2 a new entrant and is unaware that it needs to combine certain 251 (c)(3) UNEs to provide a Telecommunications Service, but such obligation under this Section 2.10.5.5 ceases if AT&T OKLAHOMA informs CLEC of such need to combine.

2.10.6 For purposes of Section 2.10.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the 251 (c)(3) UNE(s) sought to be combined are available to CLEC, including without limitation:

2.10.6.1 at an AT&T OKLAHOMA premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement.

2.10.7 Section 2.10.5.5 shall only begin to apply thirty (30) days after notice by AT&T OKLAHOMA to CLEC. Thereafter, AT&T OKLAHOMA may invoke Section 2.10.5.5 with respect to any request for a combination involving 251 (c)(3) UNEs.

2.11 Conversion of Wholesale Services to 251 (c)(3) UNEs

Upon the issuance of the Court's mandate in USTA II, and in the absence of and effective FCC rules or orders requiring conversion of special access services to combinations of 251 (c)(3) UNE Loop(s) and 251 (c)(3) UNE Dedicated Transport(s), AT&T OKLAHOMA is not obligated to and shall not perform such conversions, and CLEC shall not request such conversions. If and effective FCC rules or orders require conversions, and for all other conversion requests, the following shall apply:

2.11.1 Upon request, AT&T OKLAHOMA shall convert a wholesale service, or group of wholesale services, to the equivalent 251 (c)(3) UNE, or combination of 251 (c)(3) UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

2.11.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T OKLAHOMA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.11.3 Except as otherwise provided hereunder, AT&T OKLAHOMA shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with

establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a 251 (c)(3) UNE or combination of 251 (c)(3) UNEs.

2.11.3.1 AT&T OKLAHOMA's may charge applicable service order charges and record change charges.

2.11.4 This Section 2.11 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of 251 (c)(3) UNEs offered or otherwise provided for in this Attachment.

2.12 Commingling

2.12.1 "Commingling" means the connecting, attaching, or otherwise linking of a 251 (c)(3) UNE, or a combination of 251 (c)(3) UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA, or the combining of a 251 (c)(3) UNE, or a combination of 251 (c)(3) UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

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

2.12.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T OKLAHOMA offering pursuant to 47 U.S.C. § 271 that is not a 251 (c)(3) UNE under 47 U.S.C. § 251(c)(3).

2.12.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T OKLAHOMA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.12.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T OKLAHOMA shall permit CLEC to Commingle a 251 (c)(3) UNE or a combination of 251 (c)(3) UNEs with facilities or services obtained at wholesale from AT&T OKLAHOMA to the extent required by FCC rules and orders.

2.12.3 Upon request, and subject to this Section 2, AT&T OKLAHOMA shall perform the functions necessary to Commingle a 251 (c)(3) UNE or a combination of 251 (c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA (as well as requests where CLEC also wants AT&T OKLAHOMA to complete the actual Commingling), except that AT&T OKLAHOMA shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) AT&T OKLAHOMA's ability to retain responsibility for the management, control, and performance of its network would be impaired.; or (iv) AT&T OKLAHOMA would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to 251 (c)(3) UNEs or to Interconnect with AT&T OKLAHOMA's network. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T OKLAHOMA informs CLEC of such need to Commingle.

2.12.3.1 For purposes of Section 2.12 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the 251 (c)(3) UNE(s), 251 (c)(3) UNE combination, and facilities or services obtained at wholesale from AT&T OKLAHOMA are available to CLEC, including without limitation:

2.12.3.1.1 at an AT&T OKLAHOMA premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement.

- 2.12.3.2 Section 2.12.3(i) shall only begin to apply thirty (30) days after notice by AT&T OKLAHOMA to CLEC. Thereafter, AT&T OKLAHOMA may invoke Section 2.12.3(i) with respect to any request for Commingling.
- 2.12.4 In accordance with and subject to the provisions of this Section 2.12, any request by CLEC for AT&T OKLAHOMA to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T OKLAHOMA to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.12.4.1 In any such BFR, CLEC must designate among other things the 251 (c)(3) UNE(s), combination of 251 (c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T OKLAHOMA sought to be Commingled and the needed location(s), the order in which such 251 (c)(3) UNEs, such combinations of 251 (c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.
- 2.12.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T OKLAHOMA under this Section 2.12 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T OKLAHOMA's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T OKLAHOMA to perform work not required by this Section 2.12.4, CLEC shall be charged a market-based rate for any such work.
- 2.12.5 AT&T OKLAHOMA shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T OKLAHOMA shall charge the rates for 251 (c)(3) UNEs (or 251 (c)(3) UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.12.6 Nothing in this Agreement shall impose any obligation on AT&T OKLAHOMA to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by and effective FCC rules and associated and effective FCC and judicial orders. The preceding includes without limitation that AT&T OKLAHOMA shall not be obligated to Commingle network elements that do not constitute 251 (c)(3) UNEs, or where 251 (c)(3) UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria, including Statutory Conditions, or, for any reason, stops meeting the eligibility criteria for a particular 251 (c)(3) UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.12.7 In the event that Commingling involves AT&T OKLAHOMA performing the functions necessary to combine 251 (c)(3) UNEs (*e.g.*, make a new combination of 251 (c)(3) UNEs), and including making the actual 251 (c)(3) UNE combination, then Section 2.10 shall govern with respect to that 251 (c)(3) UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.12.8 Subject to this 2.12, AT&T OKLAHOMA shall not deny access to a 251 (c)(3) UNE or a combination of 251 (c)(3) UNEs on the grounds that one or more of the 251 (c)(3) UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T OKLAHOMA.
- 2.12.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, AT&T OKLAHOMA's obligation to perform the functions necessary to Commingle, and Commingled

Arrangements) shall not apply to or otherwise include, involve or encompass AT&T OKLAHOMA offerings pursuant to 47 U.S.C. § 271 that are not 251 (c)(3) UNEs under 47 U.S.C. § 251(c)(3).

- 2.13 Where processes for any 251 (c)(3) UNE requested pursuant to this Agreement, whether alone or in conjunction with any other 251 (c)(3) UNE(s) or service(s), are not already in place, AT&T OKLAHOMA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.14 AT&T OKLAHOMA will combine 251 (c)(3) UNEs, combine 251 (c)(3) UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix 251 (c)(3) UNE.
- 2.15 The Parties intend that this Attachment 251 (c)(3) UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain 251 (c)(3) UNEs from AT&T OKLAHOMA. Accordingly, except as may be specifically permitted by this Attachment 251 (c)(3) UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to lease any unbundled network element (whether on a stand-alone basis, in combination with other 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T OKLAHOMA tariff, and agree not to so lease or attempt to so lease from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to enforce the foregoing (including if AT&T OKLAHOMA fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T OKLAHOMA may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T OKLAHOMA may process any such order as being submitted under this Appendix 251 (c)(3) UNE and, further, may convert any element provided under tariff, to this Appendix 251 (c)(3) UNE, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

2.16 Reservation of Rights/Intervening Law

AT&T OKLAHOMA's provision of 251 (c)(3) UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain 251 (c)(3) UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any 251 (c)(3) UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. J251 (c)(3) UNE 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Attachment, AT&T OKLAHOMA shall have no obligation to provide 251 (c)(3) UNEs, combinations of 251 (c)(3) UNEs, combinations of 251 (c)(3) UNE(s) and CLEC's own elements or 251 (c)(3) UNEs in commingled arrangements beyond those required by the Act, including the and effective FCC rules and associated FCC and judicial orders. If any action by any state or In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the 251 (c)(3) UNEs and/or 251 (c)(3) UNE combinations

provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- 2.17 Various subsections below list the Unbundled Network Elements that AT&T OKLAHOMA has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. OKLAHOMA will make additional Unbundled Network Elements available pursuant to the terms of Section 2.30 of this Attachment.
- 2.18 Subject to the terms herein, AT&T OKLAHOMA is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AT&T OKLAHOMA is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.
- 2.19 Except upon request, AT&T OKLAHOMA will not separate requested Unbundled network elements that are currently combined by AT&T OKLAHOMA.
- 2.20 Where unbundled Network elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to AT&T OKLAHOMA for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such 251 (c)(3) UNE concurrent with the disconnection of a CLEC's end user customer's Service.
- 2.21 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.22 AT&T OKLAHOMA will provide CLEC notification pursuant to 47 CFR §§ 51.325-51.335.
- 2.23 The 251 (c)(3) UNEs provided pursuant to this Agreement will be available to AT&T OKLAHOMA at times mutually agreed upon in order to permit AT&T OKLAHOMA to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- 2.24 CLEC's use of any AT&T OKLAHOMA Unbundled network element, or of its own equipment or facilities in conjunction with any AT&T OKLAHOMA Unbundled network element, will not materially interfere with or impair service over any facilities of AT&T OKLAHOMA, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T OKLAHOMA may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Unbundled Network element(s) causing the violation.
- 2.25 AT&T OKLAHOMA and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what AT&T OKLAHOMA provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.
- 2.26 Performance of Unbundled Network Elements
 - 2.26.1 Each Unbundled Network Element provided by AT&T OKLAHOMA to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which AT&T OKLAHOMA provides to itself. Each Network Element will be provided in accordance with AT&T OKLAHOMA Technical Publications or other written descriptions, as approved by the

Oklahoma Corporation Commission. AT&T OKLAHOMA will file its Technical Publications with the Oklahoma Corporation Commission and such Technical Publications will be effective within ten (10) business days of filing unless suspended by the Oklahoma Corporation Commission. If a Technical Publication is suspended, the Oklahoma Corporation Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of AT&T OKLAHOMA and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the Oklahoma Corporation Commission. Such publications will be shared with CLEC. CLEC may request, and AT&T OKLAHOMA may provide, to the extent technically feasible, Unbundled Network Elements that are superior or lesser in quality than AT&T OKLAHOMA provides to itself and such service will be requested pursuant to the BFR process.

- 2.26.2 AT&T OKLAHOMA will provide a AT&T OKLAHOMA Technical Publication or other written description for each Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element.
- 2.26.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the 47 CFR FCC §§ 51.325-335. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of AT&T OKLAHOMA, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.26.4 AT&T OKLAHOMA will provide notification of network changes in accordance with 47 CFR §§ 51.325-335.
- 2.26.5 For Unbundled Network elements leased through the BFR Process, AT&T OKLAHOMA, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.26.6 For each Unbundled Network Element provided for in this Attachment, AT&T OKLAHOMA Technical Publications or other written descriptions meeting the requirements of this section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.
- 2.26.7 AT&T OKLAHOMA will provide performance measurements as outlined in Attachment 17 under this Agreement. AT&T OKLAHOMA will not levy a separate charge for providing this information.
- 2.27 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.
- 2.28 When CLEC lease unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, AT&T OKLAHOMA will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to lease from AT&T OKLAHOMA.
- 2.29 CLEC will connect equipment and facilities that are compatible with the AT&T OKLAHOMA Unbundled Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.9.
- 2.30 Bona Fide Request (BFR)

The sections below identify unbundled Network Elements and provide terms and conditions on which AT&T OKLAHOMA will offer them to CLEC. Any request by CLEC for an additional unbundled Network Element not included in this Agreement will be considered under the procedures set forth below. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as AT&T OKLAHOMA may otherwise agree, AT&T OKLAHOMA will provide Unbundled Network Elements through the Bona Fide Request (BFR) process.

- 2.30.1 AT&T OKLAHOMA will promptly consider and analyze access to new unbundled Network Element with the submission of a Unbundled Network Element BFR hereunder. The Unbundled Network Element BFR process set forth herein does not apply to those services requested pursuant to FCC Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.30.2 CLEC may submit a Unbundled Network Element BFR in writing utilizing the Unbundled Network Element BFR Application Form, which will include a technical description of each requested Unbundled Network Element, drawings when needed, locations where needed and the projected quantity of interconnection points ordered together with a three (3) year demand forecast.
- 2.30.3 CLEC may cancel an Unbundled Network Element BFR by providing written notice to AT&T OKLAHOMA in a commercially reasonable manner; provided however, that such cancellation may not occur later than ninety (90) calendar days from the date AT&T OKLAHOMA received the Unbundled Network Element BFR.
- 2.30.4 Within ten (10) business days of its receipt, AT&T OKLAHOMA will acknowledge receipt of the Unbundled Network Element BFR and in such acknowledgement advise CLEC of any further information needed for a complete and accurate Unbundled Network Element BFR Application Form. CLEC acknowledges that the time intervals set forth hereafter in this section begin once AT&T OKLAHOMA has received a complete and accurate Unbundled Network Element BFR Application Form.
- 2.30.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, AT&T OKLAHOMA will provide to CLEC a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will confirm that the AT&T OKLAHOMA will offer access to the Unbundled Network Element or will provide a detailed explanation that access to the Unbundled Network Element is not technically feasible and/or that the request does not qualify as a Unbundled Network Element that is required to be provided under the Act.
- 2.30.6 Following receipt of the Preliminary Analysis CLEC may, at its discretion, provide written authorization to AT&T OKLAHOMA to develop the Unbundled Network Element BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to AT&T OKLAHOMA within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar Unbundled Network Element.
- 2.30.7 As soon as feasible, but not more than ninety (90) calendar days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR Final Quote, AT&T OKLAHOMA shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the availability, the applicable rates to include recurring and non-recurring costs, the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR..
- 2.30.9 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR Final Quote, the requesting Party must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR Final quote or (2)

submit any disputed issues with the Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

- 2.30.10 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.
- 2.30.11 Whenever CLEC requests to lease a particular AT&T OKLAHOMA Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: AT&T OKLAHOMA will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following AT&T OKLAHOMA's receipt of CLEC's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.
- 2.30.12 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR.
- 2.30.13 The Preliminary Analysis by AT&T OKLAHOMA in response to a BFR request may be based upon AT&T OKLAHOMA's obligations under FCC rules and regulations ("FCC Rules") as they existed prior to their vacature by the D.C. Circuit in its decision in United States Telecom Association, et al. ("USTA Decision"), 290 F.3d 415 (D.C. Cir. 2002), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the 251 (c)(3) UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the 251 (c)(3) UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the Preliminary Analysis may not reflect changes to the FCC's Rules in light of the FCC's Triennial Review Order, adopted by the FCC on February 20, 2003, on remand and pursuant to its Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers (rel. Dec.20, 2001)("Triennial Review Order").
- 2.30.14 In providing the Preliminary Analysis, AT&T OKLAHOMA does not waive, but instead expressly reserves, all of its rights, remedies, and arguments with respect to the USTA Decision, the FCC's Triennial Review Order, and any other federal or state regulatory, legislative or judicial action(s) that relate to the matters addressed in AT&T OKLAHOMA Preliminary Analysis, including, but not limited to, any legal or equitable rights of review and remedies (including agency reconsideration and court review). Accordingly, AT&T OKLAHOMA reserves the right to withdraw, revise or otherwise modify its Preliminary Analysis (and any Final Quote that may follow) consistent with the USTA Decision, the FCC's Triennial Review Order and/or any other relevant regulatory, judicial or legislative action prior to any provisions implementing the BFR (to the extent accepted by AT&T OKLAHOMA and the Parties' agreement to rates, terms and conditions relating to the BFR being incorporated into an approved and effective interconnection agreement between the Parties.

3. NETWORK INTERFACE DEVICE

- 3.1 Consistent with Section 2.1 of this Attachment 251 (c)(3) UNE, AT&T OKLAHOMA shall provide 251 (c)(3) UNE Network Interface Device under the following terms and conditions in this subsection.
- 3.2 The 251 (c)(3) UNE Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point

between a carrier and its end user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. The NID is defined as any means of interconnection of End User customer premises wiring to AT&T OKLAHOMA' distribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T OKLAHOMA offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below.

- 3.3 CLEC personnel may connect CLEC loop facilities to the customer's inside wire at the AT&T OKLAHOMA NID, as is, at no charge. Should CLEC request AT&T OKLAHOMA to disconnect its loop from the customer's inside wire, AT&T OKLAHOMA will charge CLEC a non recurring charge as reflected on Appendix Pricing 251 (c)(3) UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by AT&T OKLAHOMA based on Time and Materials charges as reflected on Appendix Pricing 251 (c)(3) UNE - Schedule of Prices labeled "Time and Materials Charges".
- 3.4 To the extent a AT&T OKLAHOMA NID exists, it will be the interface for CLEC loop facilities to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the AT&T OKLAHOMA NID.
- 3.5 CLEC will provide its own NID and will interface CLEC loop facilities to the customer's premises wiring through connections in the customer chamber, if available, of the AT&T OKLAHOMA NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.6 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, will connect CLEC loop facilities directly with the customer's inside wire and will not require any connection to the AT&T OKLAHOMA NID, unless such premises are served by "single subscriber" type NIDs. If the premises are served by "single subscriber" type NIDs, then the provisions of sections 3.2 – 3.4, above will apply.
- 3.7 The AT&T OKLAHOMA NIDs that CLEC uses under this Attachment will be those installed by AT&T OKLAHOMA to serve its customers.
- 3.8 CLEC will not attach to or disconnect AT&T OKLAHOMA's ground. CLEC will not cut or disconnect AT&T OKLAHOMA's loop from its protector. CLEC will not cut any other leads in the NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the NID's enclosure and replace all protective covers.
- 3.9 If CLEC requests a different type of NID not included with the loop, AT&T OKLAHOMA will consider the requested type of NID to be facilitated via the Bona Fide Request (BFR) Process.

4. 251 (C)(3) UNE LOCAL LOOP

- 4.1 Consistent with Section 2.1 of this Attachment 251 (c)(3) UNE, AT&T OKLAHOMA shall provide 251 (c)(3) UNE Local Loop under the following terms and conditions in this subsection.
- 4.2 Pursuant to applicable FCC rules, a 251 (c)(3) UNE local loop is a dedicated transmission facility between a distribution frame (or its equivalent) in an AT&T OKLAHOMA Central Office and the loop demarcation point at an End User customer premises. Therefore, consistent with the applicable FCC rules, AT&T OKLAHOMA will make available the 251 (c)(3) UNE local loops set forth herein below between a distribution frame (or its equivalent) in an AT&T OKLAHOMA Central Office and the loop demarcation point at an End User customer premises. The Parties acknowledge and agree that AT&T OKLAHOMA shall not be obligated to provision any of the 251 (c)(3) UNE local loops provided for herein to cellular sites or to any other location that does not constitute an End User customer premises. Where applicable, the 251 (c)(3) UNE local loop includes all wire within multiple dwelling and tenant buildings and campuses

that provides access to End User customer premises wiring, provided such wire is owned and controlled by AT&T OKLAHOMA. The 251 (c)(3) UNE local loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning (subject to applicable charges in Appendix Pricing) for purposes of the deployment of xDSL-based technologies as more specifically provided in the Line Sharing, Line Splitting and xDSL Appendix to, or elsewhere in, this Agreement. 251 (c)(3) UNE Local Loops are copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g. DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services) (the terms and conditions for 2-wire and 4-wire xDSL loops are set forth in the Line Sharing, Line Splitting and xDSL Appendix to, or elsewhere in this Agreement where xDSL loops are addressed. xDSL loops are not covered under this Attachment 251 (c)(3) UNEs. CLEC agrees to operate each 251 (c)(3) UNE local loop type within the technical descriptions and parameters accepted within the industry.

- 4.2.1 When a 251 (c)(3) UNE local loop is ordered to a high voltage area, the Parties understand and agree that the 251 (c)(3) UNE local loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's end-user customer. Therefore, any request by CLEC for a 251 (c)(3) UNE local loop to a high voltage area will be submitted by CLEC to AT&T OKLAHOMA via the BFR process and CLEC shall be required to pay AT&T OKLAHOMA for any HVPE that is provisioned by AT&T OKLAHOMA to CLEC in connection with the CLEC's 251 (c)(3) UNE local loop order to the high voltage area.
- 4.3 AT&T OKLAHOMA will provide at the rates, terms, and conditions set out in Appendix Pricing 251 (c)(3) UNE - Schedule of Prices the types of unbundled loops. When CLEC orders an unbundled loop, CLEC will be provided a termination on whatever NID, if any, connects the loop to the customer premises, without additional charge.
- 4.3.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.4 When CLEC owns or manages its own switch and requests an unbundled Loop to be terminated on CLEC's switch and the requested loop is currently serviced by AT&T OKLAHOMA's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, AT&T OKLAHOMA will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, AT&T OKLAHOMA will within forty-eight (48) hours, excluding weekends and holidays, of CLEC's request notify CLEC of the lack of available facilities. CLEC may request alternative arrangements through the Special Request process. This section does not apply when CLEC orders a Loop/Switch port combination from AT&T OKLAHOMA.
- 4.4.1 AT&T OKLAHOMA will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
- 4.4.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 4.4.3 The 2-Wire digital loop supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 4.4.4 As no other type of loop constitutes a 251 (c)(3) UNE loop (other than 2-wire and 4-wire xDSL loops provided for elsewhere in this Agreement), AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any other type of loop, including, but not limited to DS1, DS3 or higher capacity loops, or dark fiber loops. CLEC shall not request such loops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T OKLAHOMA provides a loop(s) that is not described or provided for in this Agreement, AT&T OKLAHOMA may, at any time, even after the loop(s) has been provided to CLEC, discontinue

providing such loop(s) (including any combination(s) including that loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to such loop(s) (whether on a stand-alone basis, in combination with 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

4.5 Routine Network Modifications

4.5.1 AT&T OKLAHOMA shall make routine network modifications to 251 (c)(3) UNE local loop facilities used by requesting telecommunications carriers where the requested 251 (c)(3) UNE local loop facility has already been constructed. AT&T OKLAHOMA shall perform routine network modifications to 251 (c)(3) UNE local loop facilities in a nondiscriminatory fashion, without regard to whether the 251 (c)(3) UNE local loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.5.2 A routine network modification is an activity that AT&T OKLAHOMA regularly undertakes for its own retail customers, where there are no additional charges or minimum term commitments. Routine network modifications include those activities that AT&T OKLAHOMA undertakes to provide service to its own retail customers using 251 (c)(3) UNE local loops for of the same type and capacity requested by the requesting telecommunications carrier under the same conditions and in the same manner that AT&T OKLAHOMA does for its own retail customers, subject to the limitations of 4.5.3, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

4.5.3 Routine network modifications do not include constructing new 251 (c)(3) UNE local loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g, controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; removing or reconfiguring packetized transmission facility. AT&T OKLAHOMA is not obligated to perform those activities for a requesting telecommunications carrier.

4.5.3.1 AT&T OKLAHOMA shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T OKLAHOMA's retail customers.

4.5.3.2 This Agreement does not require AT&T OKLAHOMA to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent AT&T OKLAHOMA has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit AT&T OKLAHOMA from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided AT&T OKLAHOMA complies with the copper loop or subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

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

4.6 Declassification Procedure

4.6.1 Products provided by AT&T OKLAHOMA in conjunction with such 251 (c)(3) UNE local Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such 251 (c)(3) UNE local Loops are Declassified.

4.6.2 The Parties agree that activity by AT&T OKLAHOMA under this Section 4.6 shall not be subject to the Network Disclosure Rules.

5. 251 (C)(3) UNE SUBLOOP

5.1 AT&T OKLAHOMA will provide 251 (c)(3) UNE sub-loop elements as unbundled network elements as set forth in this Attachment. Other than as specifically set out elsewhere in this agreement.

5.2 A 251 (c)(3) UNE subloop is a smaller included segment of AT&T OKLAHOMA's local loop plant, i.e., a portion of the loop from some technically accessible terminal beyond AT&T OKLAHOMA's central office and the network demarcation point, including that portion of the loop, if any, which AT&T OKLAHOMA's owns and controls inside the customer premises.

5.3 Definitions pertaining to the 251 (c)(3) UNE Sub-Loop:

5.3.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

5.3.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

5.3.3 "Digital 251 (c)(3) UNE Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps 251 (c)(3) UNE subloop transport.

5.3.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

5.3.5 "MTE" for the purpose of Term To NID 251 (c)(3) UNE subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

5.3.6 "Residential Low Rise" for the purpose of Term to NID 251 (c)(3) UNE subloop is a residential building with five stories or less.

5.3.7 "Business High Rise" for the purpose of Term to NID 251 (c)(3) UNE subloop is a business building with six stories or more.

5.3.8 "Business Low Rise" for the purpose of Term to NID 251 (c)(3) UNE subloop is a business building with five stories or less.

5.3.9 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

5.3.10 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

5.3.11 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

5.3.12 "SPOI" is defined as a Single Point of Interconnection. AT&T OKLAHOMA will construct a SPOI at CLEC expense only to those multiunit premises where AT&T OKLAHOMA has distribution facilities to the premises and AT&T OKLAHOMA either owns, controls, or leases the inside wire, if an, at such premises. If AT&T OKLAHOMA has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. AT&T OKLAHOMA's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an 251 (c)(3) UNE subloop network element via a SPOI.

- 5.3.13 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 5.3.14 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 5.4 AT&T OKLAHOMA will offer the following 251 (c)(3) UNE subloop types:
- 5.4.1 2-Wire Analog 251 (c)(3) UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 5.4.2 4-Wire Analog 251 (c)(3) UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 5.4.3 251 (c)(3) UNE xDSL Subloop is as defined in the Line Sharing, Line Splitting and xDSL Appendix and will be available to CLEC in the AT&T OKLAHOMA states in those instances where CLEC has an approved and effective Line Sharing, Line Splitting and xDSL Appendix as a part of this Agreement. In addition to the provisions set forth in the Line Sharing, Line Splitting and xDSL Appendix, the 251 (c)(3) UNE xDSL Subloop is subject to the 251 (c)(3) UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the Line Sharing, Line Splitting and xDSL Appendix as to the 251 (c)(3) UNE xDSL Subloop and the 251 (c)(3) UNE subloop provisions set forth in this Appendix, the 251 (c)(3) UNE subloop provisions set forth in this Appendix shall control.
- 5.4.4 As no other type of Subloop constitutes a 251 (c)(3) UNE subloop, AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T OKLAHOMA provides a subloop(s) that is not described or provided for in this Agreement, AT&T OKLAHOMA may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 5.5 251 (c)(3) UNE Subloops are provided "as is" unless CLEC requests loop conditioning on xDSL 251 (c)(3) UNE Subloops for the purpose of offering advanced services. xDSL 251 (c)(3) UNE subloop conditioning will be provided at the rates, terms, and conditions set out in the Appendix Pricing.
- 5.6 A 251 (c)(3) UNE subloop is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 5.7 Twisted-pair Copper 251 (c)(3) UNE Subloops:
- 5.7.1 Access to terminals for twisted-pair copper 251 (c)(3) UNE subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),

- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

5.8 CLEC may request access to the following twisted-pair copper 251 (c)(3) UNE subloop segments:

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

5.9 Provisioning:

- 5.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific 251 (c)(3) UNE subloop circuit(s).
- 5.9.2 Spare 251 (c)(3) UNE subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

5.10 Maintenance:

- 5.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the 251 (c)(3) UNE subloop from the AT&T OKLAHOMA switch/testing equipment will be lost.
- 5.10.2 CLEC shall isolate trouble to the AT&T OKLAHOMA 251 (c)(3) UNE Subloop portion of the CLEC’s service before reporting trouble to AT&T OKLAHOMA.
- 5.10.3 AT&T OKLAHOMA shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T OKLAHOMA on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 5.10.4 Once all 251 (c)(3) UNE subloop access arrangements have been completed and balance of payment due AT&T OKLAHOMA is received, the CLEC may place a LSR for 251 (c)(3) UNE subloops at this location. Prices at which AT&T OKLAHOMA agrees to provide CLEC with Unbundled Network Elements (251 (c)(3) UNE) are contained in the Appendix Pricing.
- 5.10.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, AT&T OKLAHOMA repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, AT&T OKLAHOMA will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

5.11 251 (c)(3) UNE Subloop Access Arrangements:

- 5.11.1 Prior to ordering 251 (c)(3) UNE subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a 251 (c)(3) UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T OKLAHOMA 251 (c)(3) UNE subloop network.
- 5.11.2 The space available for collocating or obtaining various 251 (c)(3) UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a 251 (c)(3) UNE Sub-loop Access Arrangement Application.

- 5.11.3 Upon receipt of a complete and correct application, AT&T OKLAHOMA will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for 251 (c)(3) UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 5.11.4 The assignment of 251 (c)(3) UNE subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering 251 (c)(3) UNE subloop facilities.
- 5.11.5 251 (c)(3) UNE Subloop inquiries do not serve to reserve 251 (c)(3) UNE subloop(s).
- 5.11.6 Several options exist for Collocation or 251 (c)(3) UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 5.11.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T OKLAHOMA has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 5.11.8 Prior to submitting the 251 (c)(3) UNE Sub-loop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement 251 (c)(3) UNE subloops, should collocation, access to poles/conduits or rights of way be required.
- 5.11.9 Except as set forth below in this Section 5.11.9, construction of the 251 (c)(3) UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T OKLAHOMA written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T OKLAHOMA will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 5.11.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, AT&T OKLAHOMA will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 5.11.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a AT&T OKLAHOMA technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into AT&T OKLAHOMA' interconnection point.
- 5.11.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the 251 (c)(3) UNE subloops arrangements to each subtending SAI. This will allow AT&T OKLAHOMA to properly engineer access to each SAI and to ensure AT&T OKLAHOMA does not provide more available terminations than the CLEC expects to use.
- 5.11.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their 251 (c)(3) UNE subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 5.11.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 5.11.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T OKLAHOMA for removal of their facilities from the SAA.

5.12 251 (c)(3) UNE Subloop Access Arrangement (SAA) Access Points:

5.12.1 SAI/FDI or Terminal

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

5.12.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T OKLAHOMA will terminate on available binding posts in the SAI/FDI or Terminal.

5.12.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T OKLAHOMA will stub out a cable from the SAI/FDI or Terminal, which AT&T OKLAHOMA will splice to the CLEC cable at the meet point.

5.12.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

5.12.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, AT&T OKLAHOMA may choose to increase capacity of the SAI/FDI by the method of its choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.

5.12.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, AT&T OKLAHOMA may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.

5.13 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

5.13.1 AT&T OKLAHOMA shall notify CLEC of pending relocation as soon as AT&T OKLAHOMA receives such notice.

5.13.2 CLEC shall notify AT&T OKLAHOMA of its intentions to remain, or not, in the SAA by way of a new 251 (c)(3) UNE Subloop Access Arrangement Application for a new SCA.

5.13.3 AT&T OKLAHOMA shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T OKLAHOMA engineer.

5.13.4 CLEC shall notify AT&T OKLAHOMA of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T OKLAHOMA's estimate.

5.13.5 Upon acceptance of the AT&T OKLAHOMA estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T OKLAHOMA of their acceptance of estimate costs.

5.13.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T OKLAHOMA as to the date that AT&T OKLAHOMA may remove CLEC's facilities from that SAA. CLEC will pay AT&T OKLAHOMA for all costs associated with the removal of the CLEC's SAA.

5.13.7 In the event that CLEC does not respond to AT&T OKLAHOMA in time to have their facilities relocated, AT&T OKLAHOMA shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

5.14 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T OKLAHOMA will stub out a cable from the RT, which AT&T OKLAHOMA will splice to the CLEC cable at the meet point.

- 5.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE 251 (c)(3) UNE Subloop Segment
- 5.15.1 As an alternative to the establishment of a 251 (c)(3) UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T OKLAHOMA Term to NID 251 (c)(3) UNE subloop segments in order to serve its end-user customers at MTEs in AT&T OKLAHOMA ("Term to NID MTE 251 (c)(3) UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE 251 (c)(3) UNE Subloop Segment cross-connect leased from AT&T OKLAHOMA within the intermediary box (in order to obtain access to AT&T OKLAHOMA Term to NID MTE 251 (c)(3) UNE Subloop Segments). In the event CLEC wishes to access AT&T OKLAHOMA Term to NID MTE 251 (c)(3) UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 5.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.
- 5.15.1.2 The intermediary box shall contain blocks that meet AT&T OKLAHOMA's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T OKLAHOMA technician the ability to run jumper/cross connect from AT&T OKLAHOMA terminal to the intermediary box.
- 5.15.1.3 CLEC agrees that the AT&T OKLAHOMA technician shall run the jumper/cross-connect from AT&T OKLAHOMA's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T OKLAHOMA Term to NID MTE 251 (c)(3) UNE Subloop Segments in AT&T OKLAHOMA. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.
- 5.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE 251 (c)(3) UNE Subloop Segments from AT&T OKLAHOMA.
- 5.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T OKLAHOMA associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE 251 (c)(3) UNE Subloop Segment including, without limitation: transferring the end-user customer's service from AT&T OKLAHOMA to CLEC, providing AT&T OKLAHOMA with CFA prior to ordering and the assigning of a specific Term to NID MTE 251 (c)(3) UNE Subloop Segment(s).
- 5.15.1.6 The ordering procedures for the Term to NID MTE 251 (c)(3) UNE Subloop Segment will be the same as those that apply to 251 (c)(3) UNE subloops today and shall be submitted to AT&T OKLAHOMA by CLEC via a Local Service Request ("LSR").
- 5.15.1.7 AT&T OKLAHOMA will upon receipt of the LSR from CLEC for a Term to NID MTE 251 (c)(3) UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T OKLAHOMA terminal to the CLEC intermediary box. AT&T OKLAHOMA must have access to the intermediary box for completion of the order.
- 5.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE 251 (c)(3) UNE Subloop Segments in 12 State only, CLEC may elect to lease from AT&T OKLAHOMA Term to NID MTE 251 (c)(3) UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID

MTE 251 (c)(3) UNE Subloop Segment” In the event CLEC wishes to lease the Term to NID MTE 251 (c)(3) UNE Subloop Segment from AT&T OKLAHOMA in lieu of AT&T OKLAHOMA’s standard Term to NID 251 (c)(3) UNE subloop segment addressed in this Section 5.15.2.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE 251 (c)(3) UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE 251 (c)(3) UNE Subloop Segment.

5.15.3 Establishment of Term to NID MTE 251 (c)(3) UNE Subloop Segment When no Intermediary Box is installed

5.15.3.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T OKLAHOMA install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T OKLAHOMA Term to NID MTE 251 (c)(3) UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the “Term to NID MTE 251 (c)(3) UNE Subloop Segment”. In the event CLEC wishes to lease the Term to NID MTE 251 (c)(3) UNE Subloop Segment from AT&T OKLAHOMA in lieu of AT&T OKLAHOMA’s standard Term to NID 251 (c)(3) UNE subloop segment addressed in Section 5.15.2.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE 251 (c)(3) UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE 251 (c)(3) UNE Subloop Segment. In such cases, AT&T OKLAHOMA will provide CLEC with access to the Term To NID MTE 251 (c)(3) UNE subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to one foot of exposed wire at AT&T 12STATE terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC’s own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC’s terminal.

5.15.3.2 If CLEC elects this option to obtain access to the Term To NID 251 (c)(3) UNE subloop in an MTE Environment, neither the AT&T OKLAHOMA SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T OKLAHOMA cross-connect, AT&T OKLAHOMA could not require any CFA information from CLEC.

6. ENGINEERING CONTROLLED SPLICE (ECS)

- 6.1 AT&T OKLAHOMA will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T OKLAHOMA, for CLECs to gain access to 251 (c)(3) UNE subloops at or near remote terminals.
- 6.2 The ECS shall be made available for 251 (c)(3) UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
 - 6.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T OKLAHOMA will construct any 251 (c)(3) UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T OKLAHOMA elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
 - 6.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T OKLAHOMA places more pairs at the splice.
 - 6.2.3 Although AT&T OKLAHOMA will construct the engineering controlled splice, the ECS maybe owned by AT&T OKLAHOMA or the CLEC (depending on the specific arrangement) at the option of AT&T OKLAHOMA.

- 6.2.4 If more than one requesting telecommunications carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
 - 6.2.5 AT&T OKLAHOMA may require a separate SCA for each remote terminal site.
 - 6.2.6 Except as set forth below in this Section 6.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper 251 (c)(3) UNE subloop is to be provisioned by AT&T OKLAHOMA. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T OKLAHOMA will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T OKLAHOMA will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 6.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 6.3.1 Dedicated Facility Option (DFO)
 - 6.3.1.1 CLEC may request AT&T OKLAHOMA splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent 251 (c)(3) UNE subloop orders.
 - 6.3.1.2 CLEC must designate the quantity of 251 (c)(3) UNE subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
 - 6.3.1.3 CLECs will compensate AT&T OKLAHOMA for each of the dedicated 251 (c)(3) UNE subloop facilities, based on recurring 251 (c)(3) UNE subloop charges, for the quantity of 251 (c)(3) UNE subloops dedicated to the CLEC between the ECS and the SAI.
 - 6.3.2 Cross-connected Facility Option (CFO)
 - 6.3.2.1 CLEC may request AT&T OKLAHOMA build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
 - 6.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T OKLAHOMA cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T OKLAHOMA cabling.
 - 6.3.2.3 CLEC must designate the quantity of 251 (c)(3) UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.
 - 6.3.2.4 CLECs will compensate AT&T OKLAHOMA for the charges incurred by AT&T OKLAHOMA derived from the CLEC's request for the SCA.
- 6.4 The introduction of an ECS creates the following additional copper 251 (c)(3) UNE Subloop segments:
- | | |
|--------|------------|
| FROM: | TO: |
| 1) ECS | SAI or FDI |
| 2) ECS | Terminal |
| 3) ECS | NID |

7. 251 (C)(3) UNE DEDICATED TRANSPORT AND LOOP DARK FIBER

- 7.1 As no dark fiber dedicated transport or dark fiber loop constitutes 251 (c)(3) UNE dark fiber dedicated transport or dark fiber loop, AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any type of dark fiber dedicated transport or dark fiber loop. CLEC shall not request dark fiber dedicated transport or dark fiber loop under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T OKLAHOMA provides dark fiber dedicated transport or dark fiber loop under this Agreement, AT&T OKLAHOMA may, at any time, even after the dark fiber dedicated transport or dark fiber loop has been provided to CLEC, discontinue providing such dark fiber dedicated transport or dark fiber loop (including any combination(s) including dark fiber dedicated transport or dark fiber loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to dark fiber dedicated transport or dark fiber loop (whether on a stand-alone basis, in combination with 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

8. LOCAL SWITCHING

- 8.1 As AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any type of local circuit or other switching, and CLEC shall not request local circuit or other switching under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T OKLAHOMA provides local circuit or other switching under this Agreement, AT&T OKLAHOMA may, at any time, even after the local circuit or other switching has been provided to CLEC, discontinue providing such local circuit or other switching (including any combination(s) including local circuit or other switching) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to local circuit or other switching (whether on a stand-alone basis, in combination with 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

8.1.1 For purposes of this Attachment, local circuit switching (Local Switching) is defined as follows:

8.1.1.1 all line-side and trunk-side facilities as defined in TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and

8.1.1.2 all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

9. SHARED TRANSPORT

As AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any type of shared transport. CLEC shall not request shared transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T OKLAHOMA otherwise provides shared transport under this Agreement, AT&T OKLAHOMA may, at any time, even after the shared transport has been provided to CLEC, may discontinue providing such shared transport (including any combination(s) including shared transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to shared transport (whether on a stand-alone basis, in combination with 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.1 Dedicated Transport

9.1.1 As AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any type of dedicated transport, and CLEC shall not request dedicated transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T OKLAHOMA provides dedicated transport under this Agreement, AT&T OKLAHOMA may, at any time, even after the dedicated transport has been provided to CLEC, discontinue providing such dedicated transport (including any combination(s) including dedicated transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to dedicated transport (whether on a stand-alone basis, in combination with 251 (c)(3) UNEs (or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.2 Digital Cross-Connect System (DCS)

9.2.1 Dedicated transport is no longer available under this Agreement, however, AT&T OKLAHOMA offers DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services, and CLEC may request NRS pursuant to the terms and conditions of that tariff.

10. CALL-RELATED DATABASES

10.1 Access to the AT&T OKLAHOMA 911 or E911 call related databases will be provided as described in the 911 and E911 Appendix. As no local circuit switching constitutes 251 (c)(3) UNE switching, AT&T OKLAHOMA is not obligated to provide, and CLEC shall not request, call related databases under this Agreement (other than 911 and E911), including LIDB and CNAM-AS, LIDB and CNAM Queries, 800, or Access to AIN. CLEC access to any call related databases (other than 911 and E911) shall be pursuant to another agreement, including, where applicable, effective tariffs.

10.2 For purposes of this Section 10.2 only, references to Call-Related Databases shall not include 911 and E911 databases. As set forth herein, AT&T OKLAHOMA is not obligated under this Section 251/252 Agreement to provide any type of unbundled access to Call-Related Databases. CLEC shall not request access to Call-Related Databases under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and/or AT&T OKLAHOMA otherwise provides access to Call-Related Databases under this Agreement, AT&T OKLAHOMA may refuse to provide and, at any time, even after any such access has been provided to CLEC, discontinue providing access to Call-Related Databases (including any combination(s) that include Call-Related Databases) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OKLAHOMA to refuse to provide, including if AT&T OKLAHOMA provides or continues to provide, access to Call-Related Databases (whether on a stand-alone basis, or in combination with 251 (c)(3) UNEs (or otherwise) or with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

11. CROSS-CONNECTS

11.1 The cross connect is the media between the AT&T OKLAHOMA distribution frame and an CLEC designated collocated space, 251 (c)(3) UNE Access Method, 251 (c)(3) UNE Subloop Access Method, or other AT&T OKLAHOMA unbundled network elements leased by CLEC.

11.2 AT&T OKLAHOMA offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. AT&T OKLAHOMA will charge CLEC the appropriate rate as shown on Appendix Pricing

251 (c)(3) UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing".

- 11.3 Cross connects to the collocation associated with 251 (c)(3) UNE local loops are available with or without automated testing and monitoring capability.
- 11.4 AT&T OKLAHOMA offers the choice of cross connects with 251 (c)(3) UNE subloop elements as detailed in Appendix pricing. AT&T OKLAHOMA will charge CLEC the appropriate rate as shown on Appendix Pricing 251 (c)(3) UNE - Schedule of Prices labeled " 251 (c)(3) UNE Subloop Cross Connect".

12. ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

This Section 12 sets forth additional requirements for unbundled Network Elements which AT&T OKLAHOMA agrees to offer to CLEC under this Agreement.

- 12.1 AT&T OKLAHOMA will offer 251 (c)(3) UNE local loops with and without automated testing and monitoring services where technically feasible. If a CLEC uses its own testing and monitoring services, AT&T OKLAHOMA still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.2 Synchronization

12.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 Technical Requirements

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

12.3 Co-operative Testing

- 12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing 251 (c)(3) UNE - Schedule of Prices, AT&T OKLAHOMA will provide to CLEC cooperative testing to test any network element provided by AT&T OKLAHOMA and to test the overall functionality of network elements provided by AT&T OKLAHOMA that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent AT&T OKLAHOMA has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that AT&T OKLAHOMA is required to provide for unbundled Network Elements under Attachment 6.

13. PRICING

13.1 Price Schedules

Attached hereto as Appendix Pricing - 251 (c)(3) UNE is a schedule which reflects the prices at which AT&T OKLAHOMA agrees to furnish unbundled Network Elements to CLEC.

14. UNBUNDLED NETWORK ELEMENTS COMBINATIONS

Notwithstanding anything in this Agreement to the contrary (including but not limited to this Attachment, Appendix Pricing- 251 (c)(3) UNE, and Appendix Pricing- 251 (c)(3) UNE Schedule of Prices):

- 14.1 Except as modified below, AT&T OKLAHOMA agrees to make the following list of unbundled network elements (251 (c)(3) UNEs) available to CLEC for the term of this Agreement, on the terms and at the prices provided in this Agreement.

APPENDIX PRICING – 251(C)(3) UNE

1. APPLICATION OF PRICES

- 1.1 CLEC agrees to compensate AT&T OKLAHOMA for use of 251(c)(3) Unbundled Network Elements (UNEs) at the rates contained in this Agreement.
- 1.2 Unless otherwise stated, AT&T OKLAHOMA will render a monthly bill for 251(c)(3) UNEs provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 The attached Appendix Pricing Schedule sets forth the prices that AT&T OKLAHOMA will charge CLEC for 251(c)(3) UNEs and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).
- 1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.22 of 6 ("BFR Elements"), CLEC may order, and AT&T OKLAHOMA will provide, all Attachment 6 Elements on the basis of the attached Appendix Pricing Schedule. The Parties agree that the Appendix Pricing Schedule contains a complete list of rate elements and charges associated with 251(c)(3) UNEs and other items, if any, offered by AT&T OKLAHOMA pursuant to this Attachment. This paragraph does not limit or expand the use of the BFR Process.
- 1.5 The following defines the zones found in this Appendix Pricing and the attached Pricing Schedule:

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

2. RECURRING CHARGES

- 2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing Schedule.
- 2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.
- 2.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, AT&T OKLAHOMA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, AT&T OKLAHOMA will round up to the next whole before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Non-recurring charges for 251(c)(3) UNEs are included on Appendix Pricing Schedule .
- 3.2 If CLEC provides its own testing for 251(c)(3) UNE's and its testing produces incorrect information which results in AT&T OKLAHOMA dispatching a repair crew unnecessarily, then CLEC will pay AT&T OKLAHOMA the cost of the unnecessary trip.

3.3 AT&T OKLAHOMA offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing - Schedule labeled "Service Order Charges – 251(c)(3) Unbundled Network Element".

3.3.1 The charges described in this paragraph are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), charges shown in Appendix Pricing Schedule will apply.

3.4 Simple and Complex Service Orders

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

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

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

4.1 If CLEC requests or approves a AT&T OKLAHOMA technician to perform special installation, maintenance, or conversion services for 251(c)(3) UNE's excluding services which AT&T OKLAHOMA is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 If CLEC provides its own testing for 251(c)(3) UNEs and its testing produces incorrect information which results in AT&T OKLAHOMA dispatching a repair crew unnecessarily, then CLEC will pay AT&T OKLAHOMA the cost of the unnecessary trip.

4.3 Consistent with Attachment 8 Maintenance 251(c)(3) UNE, if CLEC determines that trouble has occurred in AT&T OKLAHOMA' equipment and/or facilities, CLEC will issue a trouble report to AT&T OKLAHOMA.

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

4.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a 251(c)(3) UNE and AT&T OKLAHOMA dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than AT&T OKLAHOMA or in detariffed CPE provided by AT&T OKLAHOMA, unless covered under a separate maintenance agreement.

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

4.7 Time and Materials and/or Maintenance of Service and/or Non Productive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5

- p.m. which is AT&T OKLAHOMA' normally scheduled work day. AT&T OKLAHOMA' normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of AT&T OKLAHOMA' normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with AT&T OKLAHOMA' normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty AT&T OKLAHOMA employee is necessary.
- 4.8 AT&T OKLAHOMA will bill CLEC Time and Materials, Non Productive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
 - 4.9 AT&T OKLAHOMA will manage costs of Time and Materials, Non Productive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with AT&T OKLAHOMA's internal management of those costs.
 - 4.10 Charges for services contained in this section are listed in Appendix Pricing Schedule labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

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

Schedule of Pricing
NAVIGATOR TELECOMMUNICATIONS, LLC.

UNE/Service	MONTHLY RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	USOC
Network Interface Device				
Disconnect Loop from inside wiring, per NID	None	34.61	\$ 17.31	NRBND
Unbundled Loops				
2W Analog Zone 1(Rural)	\$ 26.25	\$ 24.38	\$ 10.17	U21
2W Analog Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17	U21
2W Analog Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17	U21
Conditioning for dB Loss	\$ 7.81	\$ 25.48	\$ 12.65	UL2
4W Analog Zone 1(Rural)	\$ 54.28	\$ 28.13	\$ 11.74	U4H
4W Analog Zone 2 (Suburban)	\$ 30.39	\$ 28.13	\$ 11.74	U4H
4W Analog Zone 3 (Urban)	\$ 27.35	\$ 28.13	\$ 11.74	U4H
2W Digital Zone 1(Rural)	\$ 54.65	\$ 60.61	\$ 23.83	U2Q
2W Digital Zone 2 (Suburban)	\$ 37.54	\$ 60.61	\$ 23.83	U2Q
2W Digital Zone 3 (Urban)	\$ 37.03	\$ 60.61	\$ 23.83	U2Q
Loop Cross Connects (with testing unless otherwise noted)				
Analog Loop to Collo/Mux 2W (same CO)	\$ 1.58	\$ 30.25	\$ 23.51	UCXC2
Analog Loop to Collo/Mux 2W w/o testing (same CO)	\$ 0.45	\$ 35.15	\$ 20.27	UCXD2
Analog Loop to Collo/Mux 4W (same CO)	\$ 3.13	\$ 46.51	\$ 38.05	UCXC4
Analog Loop to Collo/Mux 4W w/o testing (same CO)	\$ 0.90	\$ 43.78	\$ 28.31	UCXD4
Digital Loop to Collo 2W (same CO)	\$ 1.58	\$ 30.25	\$ 23.51	(UCXC2) under development
Digital Loop to Collo 2W w/o testing (same CO)	\$ 0.45	\$ 35.15	\$ 20.27	(UCXD2) under development
DSL Loops				
*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17	2SLAX
*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17	2SLAX
*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17	2SLAX
*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17	2SLCX
*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17	2SLCX
*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17	2SLCX
*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17	2SLBX
*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17	2SLBX
*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17	2SLBX
*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17	2SLDX
*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17	2SLDX
*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17	2SLDX
*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17	U2F
*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17	U2F

UNE AECN:
RESALE AECN:
ACNA:

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Schedule of Pricing
NAVIGATOR TELECOMMUNICATIONS, LLC.

*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		U2F
*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	\$ 26.25	\$ 24.38	\$ 10.17		2SLFX
*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	\$ 13.65	\$ 24.38	\$ 10.17		2SLFX
*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	\$ 12.14	\$ 24.38	\$ 10.17		2SLFX
*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	\$ 54.28	\$ 28.13	\$ 11.74		4SL1X
*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	\$ 30.39	\$ 28.13	\$ 11.74		4SL1X
*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	\$ 27.35	\$ 28.13	\$ 11.74		4SL1X
* USOCS used for inventory purpose only					
IDSL Loop Zone 1 (Rural)	\$ 54.65	\$ 60.61	\$ 23.83		UY5FX
IDSL Loop Zone 2 (Suburban)	\$ 37.54	\$ 60.61	\$ 23.83		UY5FX
IDSL Loop Zone 3 (Urban)	\$ 37.03	\$ 60.61	\$ 23.83		UY5FX
Loop Qualification Process - Mechanized	N/A	\$ 0.10	N/A		NR98U
Loop Qualification Process - Manual	N/A	\$ 95.10	N/A		NRBXU
LST					
LST performed on CODSLAM Loop	None	\$ 211.08	None		
LST performed on Sub Loop	None	\$ 194.30	None		
DSL Conditioning Options					
ADSL loop conditioning UNE Loops 12,000 feet to 17,500 feet					
Removal of Load Coils					
Initial Rate	N/A	\$ 822.06	N/A		
Additional Same Location / Same Cable	N/A	\$ 19.37	N/A		
Additional Same Location / Different Cable	N/A	\$ 351.74	N/A		
Removal of Excessive Bridge Tap					
Initial Rate	N/A	\$ 362.37	N/A		
Additional Same Location / Same Cable	N/A	\$ 19.37	N/A		
Additional Same Location / Different Cable	N/A	\$ 124.15	N/A		
Removal of Repeaters					
Initial Rate	N/A	\$ 315.36	N/A		
Additional Same Location / Same Cable	N/A	\$ 13.79	N/A		
Additional Same Location / Different Cable	N/A	\$ 119.37	N/A		
Removal of Load Coils & Excessive Bridge Tap					
Initial Rate	N/A	\$ 1,184.43	N/A		
Additional Same Location / Same Cable	N/A	\$ 38.73	N/A		
Additional Same Location / Different Cable	N/A	\$ 475.90	N/A		
Removal Excessive Bridge Tap & Repeater					
Initial Rate	N/A	\$ 659.14	N/A		
Additional Same Location / Same Cable	N/A	\$ 33.16	N/A		
Additional Same Location / Different Cable	N/A	\$ 242.73	N/A		
ADSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.					
Removal of Load Coils					
Initial Rate	N/A	\$ 286.15	N/A		
Additional Same Location / Same Cable	N/A	\$ 6.57	N/A		
Additional Same Location / Different Cable	N/A	\$ 116.98	N/A		
Removal of Excessive Bridge Tap					
Initial Rate	N/A	\$ 210.58	N/A		

UNE AECN:
RESALE AECN:
ACNA:

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Schedule of Pricing
NAVIGATOR TELECOMMUNICATIONS, LLC.

Additional Same Location / Same Cable	N/A	\$ 9.29	N/A		
Additional Same Location / Different Cable	N/A	\$ 62.24	N/A		
Removal of Repeaters					
Initial Rate	N/A	\$ 315.36	N/A		
Additional Same Location / Same Cable	N/A	\$ 13.79	N/A		
Additional Same Location / Different Cable	N/A	\$ 118.58	N/A		
Removal of Load Coils & Excessive Bridge Tap					
Initial Rate	N/A	\$ 480.79	N/A		
Additional Same Location / Same Cable	N/A	\$ 15.85	N/A		
Additional Same Location / Different Cable	N/A	\$ 179.22	N/A		
Removal Excessive Bridge Tap & Repeater					
Initial Rate	N/A	\$ 498.06	N/A		
Additional Same Location / Same Cable	N/A	\$ 23.08	N/A		
Additional Same Location / Different Cable	N/A	\$ 180.82	N/A		
For loops greater than 17,500 feet in length, the rates for conditioning loops under 17,500 feet in length will apply in addition to the rates for loops in excess of 17,500 feet in length. The rates for conditioning loops in excess of 17,500 feet will apply on a per occurrence basis for the removal of inhibitors beyond that point.					
Subloop Distribution					
2-Wire Analog					
ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 3.78	None	None		U6LAP
ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 3.20	None	None		U6LAP
ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 2.01	None	None		U6LAP
ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 25.92	None	None		U6LAQ
ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 14.59	None	None		U6LAQ
ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 10.80	None	None		U6LAQ
ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 30.19	None	None		U6LAR
ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 19.20	None	None		U6LAR
ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 15.33	None	None		U6LAR
SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 22.73	None	None		U6LAS
SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 11.95	None	None		U6LAS
SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 9.35	None	None		U6LAS
SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 27.00	None	None		U6LAT
SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 16.56	None	None		U6LAT
SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 13.88	None	None		U6LAT
Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	\$ 4.41	None	None		U6LAU
Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	\$ 4.75	None	None		U6LAU
Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	\$ 4.68	None	None		U6LAU
MTE Terminal to NID Residential Low Rise 2-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S1X
MTE Terminal to NID Residential Low Rise 2-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S1X
MTE Terminal to NID Residential Low Rise 2-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 2.39	See below	See below		U5S1X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S3X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S3X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 1.35	See below	See below		U5S3X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Rural) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S4X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Suburban) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S4X
MTE Terminal to NID Business Low Rise 2-Wire Analog (Urban) - Methods 1, 2, or 3	\$ 0.97	See below	See below		U5S4X
4-Wire Analog					
ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 7.57	None	None		U6LEP
ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 6.41	None	None		U6LEP
ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 4.03	None	None		U6LEP
ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 51.84	None	None		U6LEQ
ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 29.19	None	None		U6LEQ
ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 21.61	None	None		U6LEQ
ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 58.56	None	None		U6LER
ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 35.91	None	None		U6LER
ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	\$ 28.33	None	None		U6LER
SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	\$ 45.47	None	None		U6LES
SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	\$ 23.91	None	None		U6LES

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SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	\$	18.70	None	None	U6LES	
SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	\$	52.18	None	None	U6LET	
SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	\$	30.63	None	None	U6LET	
SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	\$	25.42	None	None	U6LET	
Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	\$	7.02	None	None	U6LEU	
Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	\$	7.02	None	None	U6LEU	
Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	\$	7.02	None	None	U6LEU	
MTE Terminal to NID Residential Low Rise 4-Wire Analog (Rural) - Methods 1, 2, or 3	\$	2.39	See below	See below	U5S5X	
MTE Terminal to NID Residential Low Rise 4-Wire Analog (Suburban) - Methods 1, 2, or 3	\$	2.39	See below	See below	U5S5X	
MTE Terminal to NID Residential Low Rise 4-Wire Analog (Urban) - Methods 1, 2, or 3	\$	2.39	See below	See below	U5S5X	
MTE Terminal to NID Business Low Rise 4-Wire Analog (Rural) - Methods 1, 2, or 3	\$	1.35	See below	See below	U5S7X	
MTE Terminal to NID Business Low Rise 4-Wire Analog (Suburban) - Methods 1, 2, or 3	\$	1.35	See below	See below	U5S7X	
MTE Terminal to NID Business Low Rise 4-Wire Analog (Urban) - Methods 1, 2, or 3	\$	1.35	See below	See below	U5S7X	
MTE Terminal to NID Business Low Rise 4-Wire Analog (Rural) - Methods 1, 2, or 3	\$	0.97	See below	See below	U5S8X	
MTE Terminal to NID Business Low Rise 4-Wire Analog (Suburban) - Methods 1, 2, or 3	\$	0.97	See below	See below	U5S8X	
MTE Terminal to NID Business Low Rise 4-Wire Analog (Urban) - Methods 1, 2, or 3	\$	0.97	See below	See below	U5S8X	
MTE Subloop Non-Recurring Rates						
Method 1						
Subloop Cross Connect 2-Wire Analog Non-Central Office Originating			\$	448.78	\$	170.20
Method 2 or 3						
MTE Residential Low-Rise Analog Terminal-to-NID with no testing						
Wiring Installation (up to 6 pr.)						
Initial Trip Charge		\$	82.35			
Work Function Charge, per sheath		\$	35.33	\$	35.33	
Conduit Placement, per conduit		\$	30.27	\$	30.27	
MTE Residential Low-Rise Analog Terminal-to-NID with testing						
Wiring Installation (up to 6 pr.), per sheath		\$	151.30	\$	68.95	
Conduit Placement, per conduit		\$	30.27	\$	30.27	
MTE Business Low-Rise Analog Terminal-to-NID with no testing						
Wiring Installation (up to 6 pr.), per sheath		\$	117.68	\$	35.33	
Conduit Placement, per conduit		\$	30.27	\$	30.27	
Wiring Installation (up to 25 pr.), per sheath		\$	184.91	\$	85.75	
Conduit Placement, per conduit		\$	30.27	\$	30.27	
MTE Business Low-Rise Analog Terminal-to-NID with testing						
Wiring Installation (up to 6 pr.), per sheath		\$	151.30	\$	68.95	
Conduit Placement, per conduit		\$	30.27	\$	30.27	
Wiring Installation (up to 25 pr.), per sheath		\$	218.53	\$	119.38	
Conduit Placement, per conduit		\$	30.27	\$	30.27	
MTE Business High-Rise Analog Terminal-to-NID with no testing						
Wiring Installation (up to 25 pr.), per sheath		\$	210.14	\$	110.98	
Conduit Placement, per conduit			NA		NA	
MTE Business High-Rise Analog Terminal-to-NID with testing						
Wiring Installation (up to 25 pr.), per sheath		\$	243.76	\$	144.60	
Conduit Placement, per conduit			NA		NA	
Sub-Loop Unbundling Cross Connect						
Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		None	\$	402.88	\$	152.81
Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		None	\$	404.29	\$	154.22
Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		None	\$	402.88	\$	152.81
Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		None	\$	404.29	\$	154.22
Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		None	\$	439.32	\$	165.43
Subloop Cross Connect DS1 Non-Central Office Originating		None	\$	711.50	\$	292.12
Subloop Cross Connect DS3 Non-Central Office Originating		None	\$	950.90	\$	383.97
Sub-Loop Inquiry						
Sub-Loop Inquiry		None	\$	98.85	\$	98.85
Customized Routing Resale AIN						
Per customer line		ICB		None		None

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Schedule of Pricing
NAVIGATOR TELECOMMUNICATIONS, LLC.

Per end office (unless previously charged under UNE)	None	ICB	ICB	
SOAC Table Work (unless previously charged under UNE)	None	ICB	ICB	
Development 1st LSP	None	ICB	None	
Development Subsq LSP	None	ICB	None	
Mechanized Manual Service Order Charges - Unbundled Elements				
New Simple	None	\$ 23.38	None	NRBUQ
New Complex	None	\$ 95.55	None	NRBUR
Change Simple	None	\$ 22.53	None	NRBUO
Change Complex	None	\$ 62.56	None	NRBUP
Record Simple	None	\$ 13.97	None	NRBUU
Record Complex	None	\$ 62.17	None	NRBUV
Disconnect Simple	None	\$ 11.69	None	NRBUW
Disconnect Complex	None	\$ 52.41	None	NRBUX
Suspend Simple	None	\$ 13.97	None	NRBJZ
Restore Simple	None	\$ 13.97	None	NRBJ9
Suspend Complex	None	\$ 62.56	None	NRBJ7
Restore Complex	None	\$ 62.56	None	NRBJ8
Expedited Simple	None	\$ 22.53	None	NRMV1
Expedited Complex	None	\$ 91.93	None	NRMV2
Customer Not Ready Simple	None	\$ 22.53	None	NRMV5
Customer Not Ready Complex	None	\$ 91.93	None	NRMV6
Due Date Change or Cancellation Simple	None	\$ 22.53	None	NRMV3
			(on same order)	
PIC Change Charge	None	\$ 2.58	\$0.05	NRMV4
Due Date Change or Cancellation Complex	None	\$ 91.93	None	NRBL9
Electronic UNE Service Order Charge				
New Simple - Electronic	None	\$ 3.33	None	NR9W2
New Complex - Electronic	None	\$ 95.55	None	NRBGX
Change Simple - Electronic	None	\$ 3.33	None	NR9GG
Change Complex - Electronic	None	\$ 62.56	None	NR9G8
Record Simple - Electronic	None	\$ 3.33	None	NR9GU
Record Complex - Electronic	None	\$ 62.17	None	NR9G7
Disconnect Simple - Electronic	None	\$ 3.33	None	NR9GZ
Disconnect Complex - Electronic	None	\$ 52.41	None	NR9G9
Suspend Simple - Electronic	None	\$ 3.33	None	NRBJ5
Restore Simple - Electronic	None	\$ 3.33	None	NRBJ6
Expedited Simple - Electronic	None	\$ 3.33	None	NRMV7
Expedited Complex - Electronic	None	\$ 91.93	None	NRMVX
Customer Not Ready Simple - Electronic	None	\$ 3.33	None	NRMV9
Customer Not Ready Complex-Electronic	None	\$ 91.93	None	NRMVY
Due Date Change or Cancellation Simple - Electronic	None	\$ 3.33	None	NRMV8
Due Date Change or Cancellation Complex - Electronic	None	\$ 91.93	None	NRMVZ
Maintenance of Service Charges				
Basic Time - per half hour	None	\$ 37.11	\$ 21.44	MVV
Overtime - per half hour	None	\$ 46.58	\$ 28.01	MVV
Premium Time - per half hour	None	\$ 56.05	\$ 34.59	MVV
Time and Materials Charges				
Basic Time - per half hour	None	\$ 37.11	\$ 21.44	ALK, ALT,ALH
Overtime - per half hour	None	\$ 46.58	\$ 28.01	ALK, ALT,ALH
Premium Time - per half hour	None	\$ 56.05	\$ 34.59	ALK, ALT,ALH
Nonproductive Dispatch Charges				
Basic Time - per half hour	None	\$ 37.11	\$ 21.44	MVV
Overtime - per half hour	None	\$ 46.58	\$ 28.01	MVV
Premium Time - per half hour	None	\$ 56.05	\$ 34.59	MVV
Miscellaneous				
Performance Data	ICB	ICB	ICB	
Special Request Processing	ICB	ICB	ICB	

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Routine Network Modifications					
Routine Network Modifications	NA		ICB		NA
BCR					
Per local message	\$ 0.08	None	None		Not Applicable
Per interstate local message	\$ 0.050	None	None		Not Applicable
Clearinghouse					
Per originating message	\$ 0.02	None	None		Not Applicable
Per end user message billed	\$ 0.050	None	None		Not Applicable
Recording					
Recording/Access Usage Record	\$ 0.010	None	None		Not Applicable
Assembly and Editing per Message	\$ 0.005	None	None		Not Applicable
Rating per Message	\$ 0.005	None	None		Not Applicable
Message Processing per Message	\$ 0.005	None	None		Not Applicable
Hosting					
Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0020	None	None		Not Applicable
Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0050	None	None		Not Applicable
Non-Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0070	None	None		Not Applicable
Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0100	None	None		Not Applicable
Non-Full Status RAO Company - Delivery per record charge per billable mssg	\$ 0.0030	None	None		Not Applicable
E911					
Feature per 1000 lines - ANI to SWBT PSAP	\$ 11.41	\$ 29.97	None		Not Applicable
Feature per 1000 lines - ANI to Non-SWBT PSAP	\$ 11.41	\$ 29.97	None		Not Applicable
Feature per 1000 lines - ANI and Selective Routing to SWBT PSAP	\$ 11.49	\$ 173.16	None		Not Applicable
Feature per 1000 lines - ANI and Selective Routing to Non-SWBT PSAP	\$ 11.49	\$ 173.16	None		Not Applicable
Feature per 1000 lines - ANI and ALI to SWBT PSAP	\$ 54.90	\$ 126.54	None		Not Applicable
Feature per 1000 lines - ANI and ALI to Non-SWBT PSAP	\$ 54.90	\$ 126.54	None		Not Applicable
Feature per 1000 lines - ANI, SR and ALI to SWBT PSAP	\$ 54.98	\$ 233.10	None		Not Applicable
Feature per 1000 lines - ANI, SR and ALI to Non-SWBT PSAP	\$ 54.98	\$ 233.10	None		Not Applicable
Trunk Charge per channel	\$ 33.22	\$ 110.00	None		Not Applicable
INTERCARRIER COMPENSATION					
The following rates are applicable for Section 251(b)(5) Traffic if Option 1 is elected:					
End Office Switching					
Zone 1 (Rural, per MOU)	\$ 0.003800	None	None		ZZUR2
Zone 2 (Suburban), per MOU	\$ 0.002516	None	None		ZZUR2
Zone 3 (Urban), per MOU	\$ 0.002268	None	None		ZZUR2
Tandem Switching					
Duration charge, per MOU	\$ 0.000956	None	None		ZZUR1
Tandem Transport Termination					
Termination MOU Zone 1 (Rural)	\$ 0.000796	None	None		ZZUST
Termination MOU Zone 2 (Suburban)	\$ 0.000511	None	None		ZZUST
Termination MOU Zone 3 (Urban)	\$ 0.000382	None	None		ZZUST
Blended Transport					
Zone 1 Per MOU	\$ 0.000972	None	None		
Zone 2 Per MOU	\$ 0.000909	None	None		
Zone 3 Per MOU	\$ 0.000607	None	None		
Rate for Presumed ISP-Bound Traffic as per FCC 01-131	\$ 0.0007				ZZUR2
The following rates are applicable for Section 251(b)(5) Traffic and ISP-Bound Traffic if Option 2 is elected:					
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	\$ 0.0007	None	None		ZZUR2
The following rates are applicable for In-Balance Section 251(b)(5) Traffic and ISP-Bound Traffic if Option 3 (Long Term Bill and Keep) is elected:					
End Office Switching					
Zone 1 (Rural, per MOU)	\$0.00	None	None		ZZUR2

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Zone 2 (Suburban), per MOU	\$0.00	None	None		ZZUR2
Zone 3 (Urban), per MOU	\$0.00	None	None		ZZUR2
Tandem Switching					
Duration charge, per MOU	\$0.00	None	None		ZZUR1
Tandem Transport Termination					
Termination MOU Zone 1 (Rural)	\$0.00	None	None		ZZUST
Termination MOU Zone 2 (Suburban)	\$0.00	None	None		ZZUST
Termination MOU Zone 3 (Urban)	\$0.00	None	None		ZZUST
Blended Transport					
Zone 1 Per MOU	\$0.00	None	None		ZZUBT
Zone 2 Per MOU	\$0.00	None	None		ZZUBT
Zone 3 Per MOU	\$0.00	None	None		ZZUBT
White Pages Info Pages					
Information Pages per year per book (Zone 1)	None	\$ 93.10	None		
Information Pages per year per book (Zone 2)	None	\$ 222.82	None		
Information Pages per year per book (Zone 3)	None	\$ 1,921.26	None		
Poles, Ducts, and Conduit					
Application Fee per application	None	\$ 125.00	\$ 125.00		Not Applicable
Conversion Order Charges for Resold Services					
Mechanized Simple	None	\$ 3.33	None		
Mechanized Complex	None	\$ 3.33	None		
Simple Manual	None	\$ 13.69	None		
Complex Manual	None	\$ 69.51	None		
NXX Migration per NXX	None	\$ 10,000.00	None		
Local Disconnect Report	\$ 0.10	None	None		CRIS
Central Office Access Charge					
Residential	None	\$ 16.35	None		NR9B9
Business	None	\$ 21.30	None		NR9C9
OS/DA/DAL					
Directory Assistance (DA)blended Rate for 1) (DA) per call; 2) National DA (NDA) per call; 3) Business Search Category (BCS) per call; 4) Reverse Directory Assistance (RDA)	\$ 0.35				ZZUO3/ZZUO4
Directory Assistance Call Completion (DACC) - per call	\$ 0.15				ZZUO7
Directory Assistance Non-Pub Emergency Service	\$ 1.720				Not Applicable
Operator Services - Fully Automated Call Processing (Per completed automated call)	\$ 0.150				ZZUO1
Operator Services - Operator Assisted Call Processing (Per work second)	\$ 0.020				ZZUO2
Branding - UNE					
- Initial Load	NA	\$ 1,800.00			NRBDG
- Subsequent Load	NA	\$1,000.00			NRBDG
- Per Call	\$ 0.0200	NA			ZZUCB
External Rater - UNE					
- Initial Load	NA	\$ 2,000.00			NRBDL
- Subsequent Load	NA	\$ 1,000.00			NRBDM
DAL per listing for Initial loads	\$ 0.0585				Not Applicable
DAL per listing for Subsequent loads	\$ 0.0585				Not Applicable
Listings Products					
Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	Then current				
RESALE					
		RESALE DISCOUNTS	First	Additional	
BUSINESS		RECURRING	NON-RECURRING		

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LOCAL EXCHANGE SERVICE				
Business 1 Party	19.80%	19.80%	NA	
Business - Multi-Line Hunting	19.80%	19.80%	NA	
			NA	
EXPANDED LOCAL CALLING			NA	
Expanded Local Calling (Mandatory)	19.80%	19.80%	NA	
Mandatory Extended Area Calling Service (EACS)- 1 Party	19.80%	19.80%	NA	
Mandatory EACS - Hotel/Motel Measured Trunk	19.80%	19.80%	NA	
Mandatory EACS - Multi-Line Hunting	19.80%	19.80%	NA	
Mandatory EACS - PBX Trunk	19.80%	19.80%	NA	
			NA	
VERTICAL SERVICES			NA	
Auto Redial	19.80%	19.80%	NA	
Call Blocker	19.80%	19.80%	NA	
Call Forwarding	19.80%	19.80%	NA	
Call Forwarding - Busy Line	19.80%	19.80%	NA	
Call Forwarding - Busy Line/Don't Answer	19.80%	19.80%	NA	
Call Forwarding - Don't Answer	19.80%	19.80%	NA	
Call Return	19.80%	19.80%	NA	
Call Trace	19.80%	19.80%	NA	
Call Waiting	19.80%	19.80%	NA	
Calling Name	19.80%	19.80%	NA	
Calling Number	19.80%	19.80%	NA	
ComCall®	19.80%	19.80%	NA	
Personalized Ring (1 dependent number)	19.80%	19.80%	NA	
Personalized Ring (2 dependent numbers - 1st number)	19.80%	19.80%	NA	
Personalized Ring (2 dependent numbers - 2nd number)	19.80%	19.80%	NA	
Priority Call	19.80%	19.80%	NA	
Remote Access to Call Forwarding	19.80%	19.80%	NA	
Selective Call Forwarding	19.80%	19.80%	NA	
Simultaneous Call Forwarding	19.80%	19.80%	NA	
Speed Calling 8	19.80%	19.80%	NA	
Speed Calling 30	19.80%	19.80%	NA	
Three Way Calling	19.80%	19.80%	NA	
			NA	
DID			NA	
DID (First Block of 100 - Category 1)	19.80%	19.80%	NA	
DID (First Block of 10 - Category 1)	19.80%	19.80%	NA	
DID (Ea. adl. block of 10 after first 10 - Category 1)	19.80%	19.80%	NA	
DID (Ea. adl. block of 100 after first 100 - Category 2)	19.80%	19.80%	NA	
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	19.80%	19.80%	NA	
DID (with Multifrequency)	19.80%	19.80%	NA	
DID (with Dual-Tone Multifrequency)	19.80%	19.80%	NA	
DID (1st 10 Trunks or access lines)	19.80%	19.80%	NA	
DID (11th thru 50th trunk or network access line)	19.80%	19.80%	NA	
DID (51st trunk or network access line)	19.80%	19.80%	NA	
			NA	
TRUNKS			NA	
Analog Trunks	19.80%	19.80%	NA	
Digital Trunks	19.80%	19.80%	NA	
			NA	
AIN			NA	
Area Wide Networking	19.80%	19.80%	NA	
Caller Intellidata®	19.80%	19.80%	NA	
Disaster Routing Service	19.80%	19.80%	NA	
Intelligent Redirectsm	19.80%	19.80%	NA	
Positive ID	19.80%	19.80%	NA	
			NA	

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OTHER				NA
Bundled Telecommunications Services (e.g., the Works)	19.80%	19.80%	19.80%	NA
Busy Out Arrangements	19.80%	19.80%	19.80%	NA
Customer Alerting Enablement	19.80%	19.80%	19.80%	NA
Grandfathered Services	19.80%	19.80%	19.80%	NA
Hot Line	19.80%	19.80%	19.80%	NA
Hunting	19.80%	19.80%	19.80%	NA
Local Operator Assistance Service	19.80%	19.80%	19.80%	NA
Night Number associated with Telephone Number	19.80%	19.80%	19.80%	NA
Night Number associated with a Terminal	19.80%	19.80%	19.80%	NA
Promotions (Greater than 90 days)	19.80%	19.80%	19.80%	NA
Preferred Number Service	19.80%	19.80%	19.80%	NA
Telebranch®	19.80%	19.80%	19.80%	NA
TouchTone	19.80%	19.80%	19.80%	NA
Voice Dial	19.80%	19.80%	19.80%	NA
Warm Line	19.80%	19.80%	19.80%	NA
				NA
Data Services				NA
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	19.80%	19.80%	19.80%	NA
PBX Trunks	19.80%	19.80%	19.80%	NA
Mult-Service Optical Network (MON)	19.80%	19.80%	19.80%	NA
DS3	19.80%	19.80%	19.80%	NA
				NA
ISDN				NA
Circuit Switched Video/Circuit Switched Data	19.80%	19.80%	19.80%	NA
Select Video Plus®	19.80%	19.80%	19.80%	NA
Digilinesm (ISDN BRI)	19.80%	19.80%	19.80%	NA
Smart Trunksm (ISDN PRI)	19.80%	19.80%	19.80%	NA
SuperTrunk	19.80%	19.80%	19.80%	NA
				NA
TOLL				NA
IntraLATA MTS	19.80%	19.80%	19.80%	NA
MaxiMizer 800®	19.80%	19.80%	19.80%	NA
OutWATS	19.80%	19.80%	19.80%	NA
800 Service	19.80%	19.80%	19.80%	NA
				NA
OPTIONAL TOLL CALLING PLANS				NA
1+SAVERsm	19.80%	19.80%	19.80%	NA
1+SAVER Directsm	19.80%	19.80%	19.80%	NA
Circle Saver	19.80%	19.80%	19.80%	NA
Corridor Optional Saver	19.80%	19.80%	19.80%	NA
Extended Community Saver	19.80%	19.80%	19.80%	NA
				NA
PLEXAR®				NA
Plexar I®	19.80%	19.80%	19.80%	NA
Plexar II®	19.80%	19.80%	19.80%	NA
Plexar Custom	19.80%	19.80%	19.80%	NA
				NA
PRIVATE LINE				NA
Analog Private Lines	19.80%	19.80%	19.80%	NA
Automated Distribution Services	19.80%	19.80%	19.80%	NA
Digital Loop Service	19.80%	19.80%	19.80%	NA
Foreign Exchange Service	19.80%	19.80%	19.80%	NA
Foreign Serving Office	19.80%	19.80%	19.80%	NA
Frame Relay	19.80%	19.80%	19.80%	NA
Group Alerting Services	19.80%	19.80%	19.80%	NA
MegaLink I®	19.80%	19.80%	19.80%	NA
MegaLink II®	19.80%	19.80%	19.80%	NA

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TOLL			NA		
Home 800sm	19.80%	19.80%	NA		
IntraLATA MTS	19.80%	19.80%	NA		
			NA		
OPTIONAL TOLL CALLING PLANS			NA		
1+SAVERsm	19.80%	19.80%	NA		
1+SAVER Directsm	19.80%	19.80%	NA		
Circle Saver	19.80%	19.80%	NA		
Corridor Optional Saver	19.80%	19.80%	NA		
Extended Community Saver	19.80%	19.80%	NA		
			NA		
900/976 Call Restriction	19.80%	19.80%	NA		
Access Services	0%	0%	NA		
Additional Directory Listings	19.80%	19.80%	NA		
Bill Plus	5%	5%	NA		
Company Initiated Suspension Service	0%	0%	NA		
Connections with Terminal Equipment and Communications Equipment	0%	0%	NA		
Consolidated Billing	5%	5%	NA		
Construction Charges	0%	0%	NA		
Customer Initiated Suspension Service	0%	0%	NA		
Exchange Connection Service	0%	0%	NA		
Maintenance of Service Charges	0%	0%	NA		
Telecommunications Service Priority Systems	0%	0%	NA		
Toll Billing Exception	19.80%	19.80%	NA		
Toll Restriction	19.80%	19.80%	NA		
Wireless Carrier Interconnection Services	0%	0%	NA		
Electronic Billing Information Data (daily usage) per message	\$ 0.003	NA	NA		
Local disconnect Report (LDR)					
Per WTN	\$ 0.10	NA	NA		
Electronic Simple Service Order Charge	NA	\$ 3.33	NA		
Complex conversion orders per billable number	NA	\$ 69.51	NA		
OS/DA					
Branding - Resellers					
- Initial Load	NA	\$1,800.00	NA		
- Subsequent Load	NA	\$1,800.00	NA		
- Per Call	\$ 0.0200	NA	NA		
Rate Reference - Reseller					
- Initial Load	NA	\$2,000.00	NA		
- Subsequent Load	NA	\$1,000.00	NA		
Note 1: CLEC is not entitled to the above pricing for high-capacity loops or interoffice dedicated transport, or dark fiber where there is no impairment as determined by the wire center designations.					

ATTACHMENT 7: ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS

1. GENERAL REQUIREMENTS

- 1.1 AT&T OKLAHOMA will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements (" UNEs"), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning – Unbundled Network Elements.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing- UNE to Attachment 6.
- 1.3 CLEC may order, and AT&T OKLAHOMA will fill orders, for Unbundled Network Elements as defined in Attachment 6. Multiple individual UNEs may be requested by CLEC from AT&T OKLAHOMA on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each UNE.
- 1.4 CLEC may order, and AT&T OKLAHOMA will fill orders, for specified combinations of Unbundled Network Elements, as defined in Attachment 6. Combinations of Unbundled Network Elements may be requested by a CLEC from AT&T OKLAHOMA on a single LSR for a specific customer, without the need to have CLEC send an LSR for each UNE. Subject to the other provisions of the Agreement, including without limitation the requirements of FCC Rule 51.318(b), CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). In accordance with the Change Management Process, AT&T OKLAHOMA agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.
- 1.5 For all Unbundled Network Elements and UNE Combinations ordered under this Agreement, AT&T OKLAHOMA will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time AT&T OKLAHOMA receives the service order from CLEC) to the services AT&T OKLAHOMA provides to its end users for an equivalent service. When UNEs are ordered in combination, the service must be supported by all the functionalities provided to AT&T OKLAHOMA's local exchange service customers. This will include but is not limited to, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics AT&T OKLAHOMA achieves when providing the equivalent end user services to an end user.
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- 1.7 CLEC and AT&T OKLAHOMA will use two types of orders to establish local service capabilities based upon a UNE architecture:
 - 1.7.1 Common Use Unbundled Network Elements are defined as Unbundled Network Elements provided by AT&T OKLAHOMA that are used by CLEC to provide a Telecommunications Service.
 - 1.7.2 Customer Specific Unbundled Network Elements are Unbundled Network Elements provided by AT&T OKLAHOMA to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific Unbundled Network Elements include, but are not limited to, the Local Loop. The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. AT&T OKLAHOMA agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) developed by the OBF.
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3. ORDERING AND PROVISIONING INTERFACE

3.1 Pre-order, Ordering and Provisioning requests for Unbundled Network Elements or UNE Combinations provided by AT&T OKLAHOMA to CLEC will be transmitted via facsimile to the AT&T OKLAHOMA Local Service Center (LSC). The LSC will respond to CLEC calls with the same level of service that AT&T OKLAHOMA provides to their local exchange customers.

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3.5 AT&T OKLAHOMA will provide a Single Point of Contact (SPOC) for all of CLEC's ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). AT&T OKLAHOMA will respond to emergency requests for after hours provisioning via the LOC 24 hrs/day, 7 days a week.

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

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

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

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3.9.2 Designed Layout Record Card for designed Unbundled Network Elements

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

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- 3.10 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.
- 3.11 Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.
- 3.12 AT&T OKLAHOMA and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.13 AT&T OKLAHOMA and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to AT&T OKLAHOMA from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent AT&T OKLAHOMA procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from AT&T OKLAHOMA customers to a AT&T OKLAHOMA designated number. CLEC and AT&T OKLAHOMA will agree on the scripts to be used for this purpose.

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5. ORDERING REQUIREMENTS

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

6. PROVISIONING REQUIREMENTS

- 6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or AT&T OKLAHOMA, AT&T OKLAHOMA may not initiate any CLEC end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by CLEC. Any CLEC customer who contacts AT&T OKLAHOMA regarding a change in CLEC service will be advised to contact CLEC. Any AT&T OKLAHOMA customer who contacts CLEC regarding a change in AT&T OKLAHOMA service will be advised to contact AT&T OKLAHOMA. In those instances when any CLEC local service customer changes their local service provider to another LSP or AT&T OKLAHOMA, CLEC

- will be notified as described in the Line Loss Notification—process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
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 - 6.4 Intentionally Left Blank
 - 6.5 Where available, AT&T OKLAHOMA will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of Unbundled Network Elements or UNE Combinations ordered by CLEC.
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 - 6.7 Intentionally Left Blank
 - 6.8 Any written “leave behind” materials that AT&T OKLAHOMA technicians provide to CLEC local customers will be branded materials that do not identify the work being performed as being AT&T OKLAHOMA’s. These materials will include, without limitation, CLEC branded forms for the customer and CLEC branded “not at home” cards. “CLEC branded” materials, to be utilized by AT&T OKLAHOMA installation, maintenance and/or repair technicians when dealing with CLEC’s customers, will be furnished to AT&T OKLAHOMA by and at the sole expense of CLEC. AT&T OKLAHOMA will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that AT&T OKLAHOMA, including individual AT&T OKLAHOMA technicians, can order “CLEC branded” materials via a toll free telephone number provided by CLEC, for delivery to an address specified by AT&T OKLAHOMA or the technician.
 - 6.9 AT&T OKLAHOMA technicians will refer CLEC local customers to CLEC, if a CLEC local customer requests a change to service at the time of installation. When a AT&T OKLAHOMA employee visits the premises of an CLEC local customer, the AT&T OKLAHOMA employee must inform the customer that he or she is there acting on behalf of CLEC.
 - 6.10 AT&T OKLAHOMA will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC’s approval prior to commencing construction under an CLEC order for such service.
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 - 6.12 When CLEC orders UNE or UNE Combinations that are currently interconnected and functional, such UNE and UNE Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, as appropriate under applicable law. This will be known as Contiguous Interconnection of Unbundled Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.
 - 6.12.1 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the AT&T OKLAHOMA Unbundled Network Elements required to convert a AT&T OKLAHOMA end-user customer or an CLEC resale customer to CLEC Unbundled Network Elements service (a) without any change in features or functionality that was being provided by AT&T OKLAHOMA (or by CLEC on a resale basis) at the time of the order. There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the AT&T OKLAHOMA local switch. AT&T OKLAHOMA will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve AT&T OKLAHOMA end-user customers, in terms of

scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

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8. PERFORMANCE REQUIREMENTS

- 8.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and AT&T OKLAHOMA will specify a DD based on the applicable intervals. In the event CLEC's desired Due Date is less than the standard interval, the service order will be assigned a DD using the applicable interval. If expedited service is requested, CLEC will populate Expedite and Expedite Reason on the request. AT&T OKLAHOMA will contact the CLEC and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". AT&T OKLAHOMA will not complete the order prior to the DD or later than the DD unless authorized by CLEC. CLEC and AT&T OKLAHOMA will use the escalation process documented in the CLEC Handbook and contacts reflected in the Escalation website for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisioning of this agreement. AT&T OKLAHOMA will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.
- 8.2 When CLEC places an LSR to change the desired Due Date (DDD) from a previous version of the LSR that a FOC has already been received on, and AT&T OKLAHOMA will specify a due date (DD) based on the applicable intervals. If the desired Due Date is less than the standard interval, the expedite performance requirements will apply in addition. If expedited service is not requested, this situation will be considered a Due date change and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Due Date Change".
- 8.3 When CLEC places an LSR to cancel the request from a previous version of the LSR that a FOC has already been received on, and AT&T OKLAHOMA will process the cancel based on the request. This situation will be considered a cancel and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Cancel".
- 8.4 When CLEC or patron/end-user is not ready for service by or on the Due Date (DD), and AT&T OKLAHOMA will return a jeopardy notification to the CLEC. This situation will be considered a Customer Not Ready and applicable service order charges will apply as reflected in Attachment 5, Appendix Pricing UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Customer Not Ready".
- 8.5 AT&T OKLAHOMA will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

9. INTERVALS FOR ORDER COMPLETION FOR UNE AND OTHER ITEMS

- 9.1 AT&T OKLAHOMA will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

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CLEC may request that a billing item be investigated on the AT&T OKLAHOMA provided bill. The CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the AT&T OKLAHOMA Local Service Center (LSC).

The AT&T OKLAHOMA LSC will perform investigation on each disputed item. Credits will be applied to the CLEC bill for disputed billing items that the AT&T OKLAHOMA LSC finds to be unsustainable, no credits will be applied to the CLEC bill on sustainable billing items. Once all dispute items included in a billing dispute claim are investigated, the claim will be closed and the CLEC notified of completion.

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

Function	Loop	INP	Loop w/ LNP	DSR
PRE-ORDER				
Address Verification	X	X	X	X
Service/Feature Availability	X	X	X	X
Telephone Number Assignment	X	X	X	X
Dispatch Schedule	X	X	X	X
Due Date	X	X	X	X
Customer Service Record	X	X	X	X
ORDERING & PROVISIONING				
Conversion as Specified	X ^{1,6,7,8}	X ²	X ^{1,6,7,8}	X
Add/Disc Lines	X	X ³	X ³	X ¹¹
Partial Migration (Line/WTN vs. Account Level)	X	X	X	X ¹¹
Line Conditioning	X		X	
With / Without Diversity	X		X	
With / Without Clear Channel Capability	X ¹⁰		X ¹⁰	
New Connects	X	X ³	X ³	X
Single Line	X		X ³	
Multi-Line (Less Than 30 Lines)	X		X ³	
Projects (Large Job - add'l facilities/coordinated work effort required - need AT&T OKLAHOMA criteria)	X		X ³	
Disconnects	X	X	X	X
Change Orders	X	X	X	X
Simple Number Change		X	X	
Add/Disc Lines	X	X ³	X ³	X ¹¹
Suspend/Restore Non-Payment				
Suspend/Restore Vacation Svc.				
Line Conditioning	X		X	
With / Without Diversity	X		X	

Function	Loop	INP	Loop w/ LNP	DSR
With / Without Clear Channel Capability	X ¹⁰		X ¹⁰	
Records Only Order	X	X	X	X
T&F Order				
Outside Move	X		X	
Inside Move	X		X	
POST SERVICE ORDER EDI TRANSACTIONS				
Supplemental Orders	X	X	X	X
Firm Order Confirmation (FOC)	X	X	X	X
Jeopardies	X	X	X	X
Rejects	X	X	X	X
Order Completion	X	X	X	X

Footnotes:

1. Existing AT&T OKLAHOMA customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC UNE loop customer.
2. Existing AT&T OKLAHOMA number or existing CLEC INP number.
3. "Numbers" should be substituted for "lines"
4. Existing CLEC Unbundled Loop customer
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9. Existing CLEC leased facility
10. Only applies to DS-1 loops
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ATTACHMENT 8: MAINTENANCE - UNBUNDLED NETWORK ELEMENTS

1. GENERAL REQUIREMENTS

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

2. MAINTENANCE REQUIREMENTS

- 2.1 AT&T OKLAHOMA will provide maintenance for all Unbundled Network Elements and UNE Combinations ordered under this Agreement at levels equal to the maintenance provided by AT&T OKLAHOMA in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17.

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4. REPAIR SERVICE RESPONSE

- 4.1 AT&T OKLAHOMA technicians will provide repair service on Unbundled Network Elements and UNE Combinations that is at least equal in quality to that provided to AT&T OKLAHOMA customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of AT&T OKLAHOMA customers. CLEC and AT&T OKLAHOMA agree to use the severity and priority restoration guidelines set forth in AT&T OKLAHOMA MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

5. INTERCOMPANY COMMUNICATIONS

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

6. EMERGENCY RESTORATION

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

7. MISDIRECTED REPAIR CALLS

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

8. REPAIR PROCEDURES

8.1 AT&T OKLAHOMA agrees to the following:

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

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

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

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

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8.10 For purposes of this Section, service through a Unbundled Network Element or UNE Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or UNE Combination service is equal to that provided before the outage or the trouble occurred.

9. ESCALATION PROCEDURES

9.1 AT&T OKLAHOMA will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of AT&T OKLAHOMA management personnel who are responsible for maintenance issues.

CLEC acknowledges that the procedures set forth in AT&T OKLAHOMA's LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

10. PREMISES VISIT PROCEDURES

- 10.1 AT&T OKLAHOMA Maintenance of Service Charges, when applicable, will be billed by AT&T OKLAHOMA to CLEC, and not to CLEC's end-user customers.
- 10.2 Dispatching of AT&T OKLAHOMA technicians to CLEC Customer premises shall be accomplished by AT&T OKLAHOMA pursuant to a request received from CLEC.
- 10.3 When a AT&T OKLAHOMA employee visits the premises of an CLEC local customer, the AT&T OKLAHOMA employee must inform the customer that he or she is there acting on behalf of CLEC. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that AT&T OKLAHOMA was on their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by AT&T OKLAHOMA installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to AT&T OKLAHOMA by and at the sole expense of CLEC. AT&T OKLAHOMA will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that AT&T OKLAHOMA, including individual AT&T OKLAHOMA technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by AT&T OKLAHOMA or the technician.
- 10.4 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the AT&T OKLAHOMA technician will leave at the customer's premises a CLEC-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

11. TESTING

- 11.1 All Unbundled Network Elements and/or UNE Combination troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to AT&T OKLAHOMA. Upon receipt of a trouble report on Unbundled Network Element(s), AT&T OKLAHOMA will test and sectionalize all such UNEs purchased from (or provided by) AT&T OKLAHOMA. If AT&T OKLAHOMA determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then AT&T OKLAHOMA will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.
- 11.2 AT&T OKLAHOMA and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between AT&T OKLAHOMA and CLEC under which they will work together.

12. PRICING

- 12.1 Charges for the relevant services provided under this Attachment are included in Attachment 6, Appendix Pricing UNE - Schedule of Prices.

ATTACHMENT 9: BILLING - OTHER

1. INTRODUCTION

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing- UNE to Attachment 6.

2. BILLING INFORMATION AND CHARGES FOR UNE

- 2.1 AT&T OKLAHOMA will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from AT&T OKLAHOMA Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.
- 2.2 AT&T OKLAHOMA will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by AT&T OKLAHOMA to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by AT&T OKLAHOMA to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges will be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.5 AT&T OKLAHOMA will assign to CLEC one Billing Account Number (BAN) per LATA.

3. ISSUANCE OF UNE BILLS

- 3.1 AT&T OKLAHOMA will issue all bills in accordance with the terms and conditions set forth in this Section. AT&T OKLAHOMA will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. AT&T OKLAHOMA will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. AT&T OKLAHOMA will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 3.2 AT&T OKLAHOMA will issue all bills containing billing data and information in accordance with most recent industry standard CABS Version with exceptions noted in the Differences List. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide AT&T OKLAHOMA reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at AT&T OKLAHOMA's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4. ELECTRONIC TRANSMISSIONS

- 4.1 AT&T OKLAHOMA will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If AT&T OKLAHOMA has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

5. TAPE OR PAPER TRANSMISSIONS

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

6. TESTING REQUIREMENTS

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), AT&T OKLAHOMA will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. AT&T OKLAHOMA agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 AT&T OKLAHOMA will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify AT&T OKLAHOMA if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, AT&T OKLAHOMA will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to AT&T OKLAHOMA sending a mechanized production bill for the first time via electronic transmission. Thereafter, AT&T OKLAHOMA may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

7. ADDITIONAL REQUIREMENTS

- 7.1 If AT&T OKLAHOMA transmits data in a mechanized format, AT&T OKLAHOMA will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
 - (b) The Bill Date will not contain spaces or non-numeric values.
 - (c) Each bill must contain at least one detail record.
 - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8. BILL ACCURACY CERTIFICATION

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, AT&T OKLAHOMA will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and AT&T OKLAHOMA will develop the processes and methodologies required for Unbundled Network Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

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11. MEET POINT BILLING

- 11.1 CLEC and AT&T OKLAHOMA will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.
- 11.2 CLEC and AT&T OKLAHOMA will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.
- 11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.
- 11.4 AT&T OKLAHOMA and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment.
- 11.5 Intentionally Left Blank
- 11.6 Each Party will act as the Official Recording Company for Switched Access usage when it is jointly provided between the parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time

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

11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than thirty (30) days after the Effective Date of the Agreement.

12. MUTUAL COMPENSATION

12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.

12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.

13. PRICING

13.1 Charges for the relevant services provided under this Attachment are included in Attachment 6 Appendix Pricing - UNE Schedule of Prices.

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and AT&T OKLAHOMA will interconnect their networks in the event that CLEC is choosing to operate as a Facility-Based Provider in a given AT&T OKLAHOMA Local Exchange Area. The arrangements described herein do not apply to the provision and utilization of Lawful UNEs which are addressed in Attachment 6: Lawful Unbundled Network Elements.

1. DEFINITIONS

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

251(b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T OKLAHOMA where AT&T OKLAHOMA is both the Section 251(b)(5) Traffic and intraLATA toll provider.

2. REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION.

Section 2.1 through Section 2.4 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

- 2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within the LATA where CLEC Offers Service.
 - 2.1.1 A "Single POI" is a single point of interconnection within a LATA on AT&T 13-OKLAHOMA's network that is established to interconnect AT&T OKLAHOMA's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
 - 2.1.2 An "End Office POI" is a point of interconnection at an end office and is used when an AT&T OKLAHOMA's End Office Switch does not subtend an AT&T OKLAHOMA Local Tandem.
 - 2.1.3 An End Office POI will only be used to originate traffic from and/or terminate traffic to the End Office where the End Office POI is located.
 - 2.1.4 The Parties agree that CLEC has the right to choose a single POI, End Office POI(s), or multiple POIs.
 - 2.1.5 When CLEC has established a single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
 - (i) at an AT&T OKLAHOMA tandem separate from the existing POI arrangement, or
 - (ii) at an End Office not served by an AT&T OKLAHOMA Local Tandem,
 - (iii) when traffic through the existing POI arrangement to that tandem and its subtending end offices, or to the End Office not served by an AT&T OKLAHOMA Local Tandem, exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
 - 2.1.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.2 POIs shall be established at any technically feasible point inside the geographical areas in which AT&T OKLAHOMA is the franchised Incumbent LEC and within AT&T OKLAHOMA's network.
- 2.3 The POI(s) will be identified by street address and Vertical and Horizontal (V & H) Coordinates.
- 2.4 Each party will be responsible for providing the necessary equipment and facilities on their side of the POI.

3. TRUNKING REQUIREMENTS PER LCA

- 3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:
 - 3.1.1 Each AT&T OKLAHOMA Local Tandem in the LCA where CLEC Offers Service when there are AT&T OKLAHOMA Local Tandem(s) in the LCA where CLEC Offers Service.
 - 3.1.2 Each AT&T OKLAHOMA End Office in the LCA where CLEC Offers Service when there is no AT&T Local Tandem in the LCA where CLEC Offers Service. DEOT group(s) shall be provisioned as two-way trunks and used as two-way trunks.

- 3.2 When CLEC Offers Service in an LCA that has at least one AT&T OKLAHOMA Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an AT&T OKLAHOMA End Office which subtends an AT&T OKLAHOMA Local Tandem in the LCA exceeds 24 DSOs at peak over a period of three consecutive months , CLEC shall establish a Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to a AT&T OKLAHOMA End Office also known as a "DEOT" group) to that AT&T OKLAHOMA End Office. AT&T OKLAHOMA will not charge CLEC for the transport facility(ies) associated with the DEOT from the CLEC designated POI to the AT&T OKLAHOMA End Office(s) where the CLEC DEOT was established.
- 3.3 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic is served only by an AT&T OKLAHOMA Remote End Office Switch, CLEC shall DEOT to the appropriate AT&T OKLAHOMA Host End Office Switch.
- 3.4 DEOT group(s) shall be provisioned as two-way trunks and used as two-way trunks.

4. PROVISION OF INFORMATION

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

5. ASR CONTROL FOR TWO-WAY TRUNK GROUPS

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

6. ANCILLARY SERVICES

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

7. SIGNALING

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

8. INTERCONNECTION METHODS

- 8.1 Where CLEC seeks to interconnect with AT&T OKLAHOMA for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Toll Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:
 - 8.1.1 Physical Collocation
 - 8.1.2 Virtual Collocation
 - 8.1.3 SONET Based

- 8.1.4 Fiber Meet Point
 - 8.1.5 Leasing of facilities from a third party
 - 8.1.6 CLEC self-buildout
 - 8.1.7 Any other mutually agreeable methods of obtaining interconnection.
9. In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1. INTRODUCTION

- 1.1 The Interconnection of CLEC and AT&T OKLAHOMA networks shall be designed to promote network efficiency.
- 1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with AT&T OKLAHOMA facilities.
- 1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel where it is currently deployed at the time of the request.
- 1.4 AT&T OKLAHOMA will allow CLEC to use the same physical facilities to provision two-way Local Interconnection Trunk Groups, where technically feasible. CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of this combined two way trunk group to the extent that it does not require AT&T OKLAHOMA to redesign its network configuration.
- 1.5 Switched Access Traffic
 - 1.5.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T Oklahoma's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
 - (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
 - (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
 - (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

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

1.5.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 1.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

2. TRUNK GROUP CONFIGURATIONS:

2.1 Section 251(b)(5)/IntraLATA Toll Traffic and Meet Point Traffic: Trunking to an AT&T OKLAHOMA Local Only, Local/IntraLATA, or Local/Access Tandem Switch, for the delivery of Section 251(b)(5)/IntraLATA Toll Traffic, shall afford CLEC access to the NXXs served by the subtending End Offices of that tandem.

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

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

Trunking to an AT&T OKLAHOMA Local Tandem Switch will provide CLEC access to the AT&T OKLAHOMA End Offices which subtend that tandem. Trunking to a AT&T OKLAHOMA End Office(s) will provide CLEC access only to the NXXs served by that individual End Office(s).

2.1.2 CLEC Terminating (AT&T OKLAHOMA to CLEC):

For CLEC Terminating traffic (AT&T OKLAHOMA to CLEC), where AT&T OKLAHOMA has a Local/IntraLATA or Local/Access Tandem Switch, AT&T OKLAHOMA will combine Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Traffic originating from an end user obtaining local dialtone from AT&T OKLAHOMA where AT&T OKLAHOMA is both the Section 251(b)(5) Traffic and IntraLATA Toll provider over a single two-way trunk group provided by CLEC. When AT&T OKLAHOMA has Access Tandem Switches that serve a Local Exchange Area separate from Local Only Tandem-Switches in a Local Exchange Area, AT&T OKLAHOMA shall deliver Section 251(b)(5) Traffic and ISP-Bound traffic from the Local Only Tandem Switch to CLEC over the two-way trunk group provided by CLEC to the Local Only Tandem Switch. AT&T OKLAHOMA shall deliver IntraLATA Toll traffic originating from an end user obtaining local dialtone from AT&T OKLAHOMA where AT&T OKLAHOMA is both the Section 251(b)(5) Traffic and IntraLATA Toll provider from the Access Tandem Switch to CLEC over the IntraLATA Toll Trunk Group provided by CLEC to the Access Tandem Switch. As noted in Section 2.1.1 above, direct trunk group(s) between CLEC and AT&T OKLAHOMA End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the AT&T OKLAHOMA network. Multifrequency (MF) signaling will be utilized in cases where AT&T OKLAHOMA switching platforms do not support SS7.

2.2 Meet Point Traffic:

Meet Point Traffic will be transported between the AT&T OKLAHOMA Access Tandem Switch and CLEC over a "meet point" trunk group separate from Local Interconnection Trunk Groups. This trunk group will be established for the transmission and routing of Exchange Access traffic and IntraLATA Toll traffic routed via an IXC between CLEC's end users and interexchange carriers via a AT&T OKLAHOMA Access Tandem Switch. When AT&T OKLAHOMA has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single "meet point" trunk group to one AT&T OKLAHOMA Access Tandem Switch within the Local Exchange Area in which CLEC homes its NPA/NXXs. If the exchange crosses over two states, CLEC will interconnect with one Access Tandem Switch in each state. This trunk group will be set up as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.3 Direct End Office Trunking:

The Parties shall establish a two-way Direct End Office Trunk Group (DEOT) when actual or forecasted End Office traffic requires twenty-four (24) or more trunks or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the Local Exchange Area.

Trunking to an AT&T OKLAHOMA End Office shall afford CLEC access only to the NXXs served by that individual End Office.

2.4 E911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within a Local Exchange Area in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

2.5 Mass Calling (Public Response Choke Network):

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC provides service pursuant to this Agreement. This trunk group will be one-way

outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

At the time that CLEC establishes a Public Response Choke Network NXX and tandem, AT&T OKLAHOMA will establish reciprocal mass calling trunks to CLEC subject to the requirements set forth in this Section.

2.6 Operator Services/Directory Assistance Trunk Group(s)

2.6.1 Inward Assistance

If AT&T OKLAHOMA agrees through a separate appendix, tariff, or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the AT&T OKLAHOMA Operator Services Tandem utilizing MF signaling. The Inward Assistance trunk group is used by the CLEC Operator Service Provider to gain access to AT&T's operators for the purposes of Busy Line Verification (BLV) and/or busy line interrupt (BLV/I). The CLEC is responsible for billing this call to its end user. If CLEC is utilizing AT&T OS, this trunk group is not required.

AT&T OKLAHOMA at its option may also initiate an ASR for a one-way MF signaling trunk groups from its Operator Services Tandem to the CLECs designated operator services switch for the purpose of busy line verification and or busy line interrupt of the lines served by the CLEC.

3. **TRUNK DESIGN BLOCKING CRITERIA**

Trunk forecasting and servicing for the local and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neal Wilkinson B.01M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange Direct	1 %
IntraLATA Interexchange Tandem	0.5%
911	1 %
Operator Services (DA/DACC)	1 %
Operator Services (0+, 0-)	0.5%
InterLATA Tandem	0.5%

4. **FORECASTING/SERVICING RESPONSIBILITIES**

4.1 AT&T OKLAHOMA and CLEC will be jointly responsible for servicing all two-way trunk groups between the two networks. CLEC shall be solely responsible for forecasting and ordering all new two-way trunk groups and subsequent augments between the two networks. CLEC will be responsible for forecasting and servicing the one-way trunk groups to AT&T OKLAHOMA including mass calling, operator services, directory assistance and E911 trunks. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

4.2 Intentionally Left Blank.

5. **SERVICING OBJECTIVE/DATA EXCHANGE**

- 5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0 above. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.
- 5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

6. TRUNK UNDERUTILIZATION

- 6.1 Underutilization of Local Interconnection Trunk Groups or Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. The parties agree that this over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
 - 6.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
 - 6.1.2 AT&T OKLAHOMA may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups or Meet Point Trunk Groups based on the capacity assessment. Upon receipt of a TGSR, CLEC will issue an Access Service Request (ASR) to AT&T OKLAHOMA within ten (10) business days after receipt of the TGSR subject to section 6.1.3 below.
 - 6.1.3 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
 - 6.1.4 If AT&T OKLAHOMA does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T OKLAHOMA will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, AT&T OKLAHOMA will issue an ASR to resize the Local Interconnection Trunk Groups or Meet Point Trunk Groups.

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

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

1. FIBER MEET POINT

- 1.1 Fiber Meet Point between AT&T OKLAHOMA and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a AT&T OKLAHOMA tandem or end office. This meet will be on a point-to-point linear chain SONET system over single mode fiber optic cable.

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

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

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

- 1.2 The Parties will mutually agree upon the precise terms of each Fiber Meet Point facility. These terms will cover the technical details of the Fiber Meet Point as well as other network interconnection, provisioning and maintenance issues.
- 1.3 The AT&T OKLAHOMA tandem or end office switch includes all AT&T OKLAHOMA FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for Local Interconnection Trunk Groups as outlined in Appendix ITR. This location is AT&T OKLAHOMA's responsibility to provision and maintain.
- 1.4 CLEC and AT&T OKLAHOMA will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SB AT&T C OKLAHOMA.

2. AVOIDANCE OF OVER-PROVISIONING

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

3. JOINT FACILITY GROWTH PLANNING

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

- 3.2 Criteria:
- 3.2.1 Investment is to be minimized;
- 3.2.2 Facilities are to be deployed in a "just in time" fashion.
- 3.3 Processes:
- 3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 85% capacity. If necessary, this capacity level should be adjusted in future trunking forums held in accordance with section 4.2 of Appendix ITR, subject to approval by the Oklahoma Corporation Commission.
- 3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 85%, the growth planning process will be suspended and will not be reinitiated until a 85% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts. If necessary, this capacity level should be adjusted in future trunking forums held in accordance with section 4.2 of Appendix ITR, subject to approval by the Oklahoma Corporation Commission.
- 3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;
- 3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, AT&T OKLAHOMA shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally size system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 3.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment;
- 3.3.6 The joint planning process/negotiations should be completed within two months of identification of 90% fill.

4. VIRTUAL COLLOCATION

- 4.1 The terms and conditions governing Virtual Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement

5. SONET-BASED

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

6. PHYSICAL COLLOCATION

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

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

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

ATTACHMENT 12: INTERCARRIER COMPENSATION

1. INTRODUCTION

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

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and AT&T OKLAHOMA will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over Lawful Unbundled Network Elements. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.
- 1.2 Calls originated by CLEC's end users and terminated to AT&T OKLAHOMA's end users (or vice versa) will be classified as Section 251(b)(5) Traffic" under this Agreement subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same AT&T OKLAHOMA exchange area; or (ii) originates and terminates to such end-users within different AT&T OKLAHOMA Exchanges that share a common mandatory local calling area, as defined in AT&T OKLAHOMA's tariff, e.g., Wide Area Calling Plan (WACP) or other like types of mandatory expanded local calling scopes. Calls originated by AT&T OKLAHOMA's end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order") if the call (i) originates from end users and terminates to an ISP in the same AT&T OKLAHOMA exchange area; or (ii) originates from end users and terminates to an ISP within different AT&T OKLAHOMA Exchanges that share common mandatory local calling area, as defined in AT&T OKLAHOMA's tariff, e.g., Wide Area Calling Plan (WACP) or other like types of mandatory expanded local calling scopes.
- 1.3 CLECs are not precluded from establishing their own local calling areas or prices for purpose of retail telephone service offerings.
 - 1.3.1 The transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be "Bill and Keep."

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

- 1.3.1.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving

Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

- 1.3.1.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 1.3.2 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.
- 1.3.3 The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are "Virtual FX Traffic," "FX-type Traffic," or "Dedicated FX Service" as defined herein. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be Virtual FX, Dedicated FX, or FX-type Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate defined in the originating carrier's Switched Access Tariff.
- 1.3.4 To the extent that the Parties jointly provide the Dedicated FX circuit serving the end user, the terms of Appendix FGA (as amended) shall apply for the joint revenue sharing between ILEC and CLEC.
- 1.3.5 To the extent that ISP-Bound Traffic is provisioned via Virtual FX Traffic, Dedicated FX Traffic, or other FX-type arrangement, it is subject to the compensation mechanism of Bill and Keep.
- 1.4 With respect to CLEC's rights and obligations concerning CLEC and AT&T OKLAHOMA termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply for the duration of the Agreement.
 - 1.4.1 Option 1: The rates, terms and conditions for compensation (except those pertaining to Option 3) for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.5; or
 - 1.4.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.6; or

- 1.4.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.7 below.
- 1.5 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)
 - 1.5.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contain in Section 3.0 of this Attachment, and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.5.2 through 1.5.5 which are based on the FCC ISP Compensation Order.
 - 1.5.2 Intercarrier Compensation Rate for ISP-Bound Traffic:
 - 1.5.2.1 The rates, terms, conditions in this Section 1.5 apply only to the termination of ISP-Bound Traffic and ISP-Bound Traffic is subject to the growth caps, new local market restrictions and rebuttable presumption stated below. Notwithstanding anything contrary in this Attachment, the growth caps, the new market restrictions and the rebuttable presumption apply to CLEC.
 - 1.5.2.2 The Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at \$.0007 per minute of use.
 - 1.5.2.3 Payment of Reciprocal Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.
 - 1.5.3 ISP-Bound Traffic Minutes Growth Cap
 - 1.5.3.1 On a calendar year basis, as set forth below, CLEC and AT&T OKLAHOMA agree to cap overall compensable Oklahoma ISP-Bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-Bound Traffic minutes for which CLEC was entitled to compensation under its Oklahoma Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-Bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-Bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-Bound minutes
Calendar Year 2004	Year 2002 compensable ISP-Bound minutes
Calendar Year 2005 and thereafter	Year 2002 compensable ISP-Bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2004, CLEC and AT&T OKLAHOMA agree that ISP-Bound Traffic exchanged between CLEC and AT&T OKLAHOMA during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether CLEC has exceeded the growth caps for Calendar Year 2004.
 - 1.5.3.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

1.5.4 Bill and Keep for ISP-Bound Traffic in New Markets

- 1.5.4.1 In the event CLEC and AT&T OKLAHOMA have not previously exchanged ISP-Bound Traffic in any one or more Oklahoma LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and AT&T OKLAHOMA for the remaining term of this Agreement in any such Oklahoma LATAs.
- 1.5.4.2 In the event CLEC and AT&T OKLAHOMA have previously exchanged traffic in an Oklahoma LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-Bound Traffic exchanged in that Oklahoma LATA, and that any ISP-Bound Traffic in other Oklahoma LATAs shall be Bill and Keep for the remaining term of this Agreement.
- 1.5.4.3 Wherever Bill and Keep is the traffic termination arrangement between CLEC and AT&T OKLAHOMA, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.
- 1.5.4.4 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Section 251(b)(5) Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic.

1.5.5 ISP-Bound Traffic Rebuttable Presumption

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

- 1.5.6 For purposes of this Section 1.5.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 11.0 below. The Party that transports and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 1.5.2.2 above and (ii) the amount of such traffic subject to bill and keep in accordance with Sections 1.5.3, 1.5.4 and 1.5.5 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

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

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

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

- 1.6.1.1 The rates, terms, conditions in Sections 1.6.1 through 1.6.4 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic, and all ISP-Bound Traffic is subject to the growth caps, new market restrictions, and rebuttable presumption stated below. Notwithstanding anything contrary in this Attachment, the growth caps, the new market restrictions and the rebuttable presumption apply to CLEC.
- 1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.
- 1.6.1.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.6.2 ISP-Bound Traffic Minutes Growth Cap

- 1.6.2.1 On a calendar year basis, as set forth below, CLEC and AT&T OKLAHOMA agree to cap overall compensable Oklahoma ISP-Bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-Bound Traffic minutes for which CLEC was entitled to compensation under its Oklahoma Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-Bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-Bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-Bound minutes
Calendar Year 2004	Year 2002 compensable ISP-Bound minutes
Calendar Year 2005 and thereafter	Year 2002 compensable ISP-Bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2004, CLEC and AT&T OKLAHOMA agree that ISP-Bound Traffic exchanged between CLEC and AT&T OKLAHOMA during the entire period from January 1, 2004 until December 31, 2004 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2004.

- 1.6.2.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

1.6.3 Bill and Keep for ISP-Bound Traffic in New Markets

- 1.6.3.1 In the event CLEC and AT&T OKLAHOMA have not previously exchanged ISP-Bound Traffic in any one or more Oklahoma LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and AT&T OKLAHOMA for the remaining term of this Agreement in any such Oklahoma LATAs.
- 1.6.3.2 In the event CLEC and AT&T OKLAHOMA have previously exchanged traffic in an Oklahoma LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-Bound Traffic exchanged in that Oklahoma

LATA, and that any ISP-Bound Traffic in other Oklahoma LATAs shall be Bill and Keep for the remaining term of this Agreement.

1.6.3.3 Wherever Bill and Keep is the traffic termination arrangement between CLEC and AT&T OKLAHOMA, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

1.6.3.4 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Section 251(b)(5) Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic.

1.6.4 ISP-Bound Traffic Rebuttable Presumption

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

1.6.5 For purposes of this Section 1.6.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 11.0 below. The Party that transport and terminates more "Billable Traffic" ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 1.6.1.2 above and (ii) the amount of such traffic subject to bill and keep in accordance with Sections 1.6.2, 1.6.3 and 1.6.4 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC's interim ISP terminating compensation plan.

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

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T OKLAHOMA and CLEC in Oklahoma so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.7. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic.

1.7.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%), and that the MOU differential as defined in Section 1.7.3 below does not exceed the specified threshold.

- 1.7.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.
- 1.7.2 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than 5% per month for three (3) consecutive months, Option 2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 1.7.3 The Parties further agree to cap the minute of use (MOU) differential at 750,000 MOUs per month, independent of the balance of traffic. The MOU differential is defined as the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic per month originated by each Party's end users, terminated to the other Party's End Users. In the event that the MOU differential exceeds 750,000 MOUs per month for three (3) consecutive months, Option 2 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 1.7.4 Once Option 2 applies to CLEC's Section 251(b)(5) Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.
- 1.7.4.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance or within the limit of the MOU differential cap, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.
- 1.7.4.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.7.4. and 1.7.5.
- 1.7.5 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic defined in Section 1.0 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.
- 1.7.6 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest as referenced in the General Terms and Conditions of this Agreement.
- 1.7.7 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.
- 1.7.8 The audit provisions set out in Sections 1.7.6 through 1.7.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

2. RESPONSIBILITIES OF THE PARTIES

- 2.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in

- accordance with Section 2.5. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call, when including such information is technically feasible. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 2.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
 - 2.3 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate IntraLATA Toll Traffic.
 - 2.4 Each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) for calls originating on its network and passed to the network of the other Party. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.
 - 2.5 CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic either originated or terminated to a CLEC end-user served by CLEC using an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis. In no event will AT&T OKLAHOMA have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T OKLAHOMA against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T OKLAHOMA will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T OKLAHOMA may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

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

- 3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.5 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.0 of this Attachment.
- 3.2 Applicability of Rates:
 - 3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Section 251(b)(5) Traffic.
 - 3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis and a Per Message basis. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
- 3.3 Rate Elements:
 - 3.3.1 Tandem Served rate elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:
 - 3.3.2 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

- 3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
 - 3.3.4 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement consisting of a duration (per minute) rate element.
 - 3.3.5 CLEC shall only be paid End Office Serving Rate Elements.
- 3.4 Intercarrier Compensation for Wholesale Local Switching Traffic
- 3.4.1 Where CLEC provides service to an CLEC end user using any combination of Network Elements that utilizes an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis, CLEC will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms shall apply in all cases where CLEC purchases an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. AT&T OKLAHOMA is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.
 - 3.4.1.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic where CLEC has purchased an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
 - 3.4.1.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T OKLAHOMA end users and CLEC's end users where CLEC utilizes an AT&T OKLAHOMA non-resale offering whereby AT&T OKLAHOMA provides the end office switching on a wholesale basis, and CLEC's end user originates a call that is terminated to a AT&T OKLAHOMA end user, CLEC shall pay, (i) the FCC Plan rate specified in Section 1.6.1.2 for the transport and termination of Section 251(b)(5) Traffic, including ISP-Bound Traffic, if Option 2 is elected by CLEC; or (ii) the End Office Switch rate set forth in Appendix Pricing and as specified in Section 3.3.4 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 1.5.2.2 for the transport and termination of ISP-Bound Traffic if Option 1 is elected.

4. TANDEM INTERCONNECTION RATE APPLICATION

- 4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T OKLAHOMA's tandem switch, CLEC shall be entitled to receive the End Office Switching rate set forth in Section 3.3.4 above.
 - 4.1.1 To qualify for the tandem interconnection rate pursuant to 47 C.F.R. §51.711 (a)(3), CLEC must affirmatively demonstrate that its switch actually serves a geographic area comparable to the area served by AT&T's tandem switch. For purposes of this Appendix, CLEC's switch actually serves a geographic area comparable to the area served by AT&T's tandem when CLEC's switch is:
 - (i) providing local dial-tone service to end-users with a minimum of ten (10) different Business or Residence premise addresses physically located per serving wire center in [Number TBD] different AT&T OKLAHOMA serving wire center areas per LATA; and

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

- 4.1.2 In order to be utilized in the calculation to meet the geographic coverage test, each CLEC end user must be physically located in the serving wire center and must be served by CLEC via UNE loops or self-provisioned loops. If CLEC qualifies for the tandem interconnection rate as provided above, the tandem interconnection rate will include a transport mileage of zero miles. If CLEC has more than one switch, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.
- 4.2 Should disputes arise regarding whether CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an AT&T OKLAHOMA tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. CLEC may affirmatively demonstrate that its switch is actually serving a geographic area comparable to the area served by an AT&T OKLAHOMA tandem switch in either an arbitration proceeding or other appropriate proceeding designated by the Commission, such as a post-interconnection agreement dispute proceeding using various network design factors. If CLEC affirmatively demonstrates that its switch is actually serving a geographic area comparable to the AT&T OKLAHOMA's tandem switch in either an arbitration proceeding or other appropriate proceeding designated by the Commission, at the conclusion of such proceeding, the tandem switching and transport rates shall be applied on a going forward basis only.

5. OTHER TELECOMMUNICATIONS TRAFFIC

- 5.1 The Parties recognize and agree that ISP and Internet traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Options 1, 2, and/or 3 above not apply, including but not limited to ISP calls that fit the definitions of:
 - Optional Calling Area Traffic
 - IntraLATA Interexchange Traffic
 - InterLATA Interexchange Traffic
 - 800, 888, 877, ("8YY") Traffic
 - Feature Group A Traffic
 - Feature Group D Traffic
 - FX Traffic
- 5.2 The Parties agree that, for the purposes of this Attachment, either Party's end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such "non-Local" ISP calls are placed, the Parties agree that Options 1, 2, and/or 3 above does not apply, and that the Agreement's rates, terms and conditions for Optional Calling Area Traffic, "8YY" Traffic, Feature Group A Traffic, Feature Group D Traffic, FX Traffic, IntraLATA and/or InterLATA Traffic, whichever is applicable, shall apply.
- 5.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

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7. SEGREGATING AND TRACKING FX TRAFFIC

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

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

- 7.2 The Parties agree to retain written records of their full 10 digit FX Telephone Numbers for two (2) years from the date the FX Telephone Numbers were assigned.
- 7.3 Alternatively, the Parties may mutually agree to assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all Dedicated FX, Virtual FX, and FX-type Traffic in a given usage month.
 - 7.3.1 The PFX must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply and may only be adjusted once each quarter. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned the PFX.

8. COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

- 8.1 IntraLATA Interexchange Traffic, not considered EAS Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll Traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 11.
- 8.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.
- 8.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

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

- 9.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.
- 9.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents as amended from time to time.
- 9.3 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 9.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. Where the Exchange Message Interface (EMI) records cannot be transferred due to transmission failure, records can be provided via a mutually acceptable medium. Each Party will act as the Official Recording Company for switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 9.5 Billing for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will

render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

- 9.6 MPB will also apply to all jointly provided Switched Access MOUs bearing the 900 or toll free NPAs (e.g., 800, 877, 866 888 NPAs or any other non-geographical NPAs) which may likewise be designated for such traffic where the responsible party is an IXC. The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

10. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC NOT SUBJECT TO MEET POINT BILLING

- 10.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase FG D access service from AT&T OKLAHOMA's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

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

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

11.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, AT&T OKLAHOMA will provide originating Category 92 records.

11.1.2 Where CLEC is using terminating recordings to bill reciprocal compensation, AT&T OKLAHOMA will provide the appropriate category of records to identify traffic that originates from an end user being served by a third party telecommunications carrier AT&T OKLAHOMA provides the end office switching on a wholesale basis to such telecommunications carrier, and by which such telecommunications carrier uses it to offer to end users wireline local telephone exchange service. CLEC may use this information to bill such originating carrier for MOUs terminated on CLEC's network.

- 11.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.6 and 1.6.5 above.

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

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

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13. SWITCHED ACCESS TRAFFIC

- 13.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T OKLAHOMA's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP

format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

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

- 13.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 10.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 10.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

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15. ADDITIONAL CHANGE OF LAW PROVISION

- 15.1 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

ATTACHMENT 13: ANCILLARY FUNCTIONS

1. INTRODUCTION

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

2. COLLOCATION

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

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

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

APPENDIX COLLOCATION

1. AT&T OKLAHOMA will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, AT&T OKLAHOMA will provide adjacent space for on-site collocation with interconnection facilities to access unbundled network elements as set forth in the Oklahoma Local Access Service Tariff entitled "Physical Collocations."
2. In addition, at AT&T OKLAHOMA's option in Central Offices and, at AT&T OKLAHOMA's option in other eligible structures where physical (including cageless) collocation space is available, AT&T OKLAHOMA will provide virtual collocation wherein AT&T OKLAHOMA maintains and repairs the collocation equipment consistent with the terms of the Oklahoma Local Access Service Tariff. Alternatively, at the Collocator's option in CEVs, huts, and cabinets where physical collocation space is not available, AT&T OKLAHOMA will provide virtual collocation wherein AT&T OKLAHOMA maintains and repairs the collocation equipment consistent with the terms of the Oklahoma Local Access Service Tariff or virtual collocation wherein AT&T OKLAHOMA and the Collocator mutually agree that the Collocator may maintain and repair the virtually collocated equipment in CEVs, huts and cabinets consistent with the terms of the Oklahoma Local Access Service Tariff.

APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

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

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

ARTICLE 1: PARTIES

- 1.01 Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma. Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T OKLAHOMA") is a Texas Limited Partnership. AT&T OKLAHOMA's principal office is located at 530 McCullough, San Antonio, Texas 78215.
- 1.02 Navigator Telecommunications, LLC. Navigator Telecommunications, LLC ("CLEC") is a corporation chartered in the State of Arkansas. CLEC maintains an office at 3525 Riverwood Park Drive, North Little Rock, AR 72113. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

ARTICLE 2: PURPOSE OF APPENDIX

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

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

ARTICLE 3: DEFINITIONS

- 3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.
- 3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.
- 3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.
- 3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another

telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

- 3.05 Authorized contractor. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by AT&T OKLAHOMA or persons acting on AT&T OKLAHOMA's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without AT&T OKLAHOMA's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and AT&T OKLAHOMA to perform one or more of the following tasks within a specified AT&T OKLAHOMA construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to AT&T OKLAHOMA's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those AT&T OKLAHOMA construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one AT&T OKLAHOMA construction district constitute approval of such authorized contractor for the area served by a different AT&T OKLAHOMA construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T OKLAHOMA construction districts in which the work is to be performed.
- 3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by AT&T OKLAHOMA, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by AT&T OKLAHOMA shall be deemed available for assignment.
- 3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's ducts, conduits, or rights-of-way.
- 3.08 Conduit. The term "conduit" refers to all AT&T OKLAHOMA conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by AT&T OKLAHOMA, including the re-entenable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T OKLAHOMA structures (such as huts and cabinets) which branch off from AT&T OKLAHOMA's conduit.
- 3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other within any part of AT&T OKLAHOMA's conduit system.

- 3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned, or controlled by AT&T OKLAHOMA and does not include (a) cables and other telecommunications equipment located within conduit structures (b) central office vaults, controlled environment vaults, or other AT&T OKLAHOMA structures (such as huts and cabinets) which branch off from AT&T OKLAHOMA's conduit or (c) isolated pipe and ducts not connected to the conduit system.
- 3.11 Construction District. The term "construction district" refers to the AT&T OKLAHOMA organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.
- 3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.
- 3.13 Duct. The term "duct" refers to all AT&T OKLAHOMA ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by AT&T OKLAHOMA and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.
- 3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.
- EXHIBIT I: Pole and Conduit Attachment Rates
 - EXHIBIT II: Identification of CLEC
 - EXHIBIT III: Administrative Forms and Notices
 - SW-9433: Pole Attachments
 - SW-9434: Access Application and Make-Ready Authorization Work
 - SW-9435: Conduit Occupancy
 - SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
 - SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by CLEC
 - SW-9436C: Notification of Unauthorized Attachments by CLEC
 - EXHIBIT IV: Insurance Requirements
 - EXHIBIT V: Nondisclosure Agreement
 - EXHIBIT VII: Notices to AT&T OKLAHOMA
 - EXHIBIT VIII: Identification of Utility Liaison Supervisor (ULS)
- 3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.
- 3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.
- 3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial

Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

- 3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of AT&T OKLAHOMA's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T OKLAHOMA ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by AT&T OKLAHOMA and does not include cables and other telecommunications equipment located within handhole structures.
- 3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.
- 3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "jacket" refers to the outermost sheath or jacket of a cable.
- 3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with AT&T OKLAHOMA permitting it to attach its facilities to AT&T OKLAHOMA's poles or anchors or place its facilities in AT&T OKLAHOMA's conduit system.
- 3.23 License. The term "license" refers to a written instrument confirming that AT&T OKLAHOMA has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by AT&T OKLAHOMA in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by AT&T OKLAHOMA pursuant to this Appendix and may, if the context requires, refer to licenses issued by AT&T OKLAHOMA prior to the date of this Appendix.
- 3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include AT&T OKLAHOMA.
- 3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by AT&T OKLAHOMA and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including AT&T OKLAHOMA, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by AT&T OKLAHOMA as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, AT&T OKLAHOMA will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a AT&T OKLAHOMA manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to AT&T OKLAHOMA, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that AT&T OKLAHOMA may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in AT&T OKLAHOMA's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC's facilities. Make-ready work does not include the actual installation of

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

- 3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by AT&T OKLAHOMA and does not include cables and other telecommunications equipment located within manhole structures.
- 3.28 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.
- 3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.
- 3.30 Person acting on CLEC's behalf. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC's behalf while performing such work at CLEC's request.
- 3.31 Person acting on AT&T OKLAHOMA's behalf. The terms "person acting on AT&T OKLAHOMA's behalf," "personnel performing work on AT&T OKLAHOMA's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on AT&T OKLAHOMA's behalf," "personnel performing work on AT&T OKLAHOMA's behalf," and similar terms specifically include, but are not limited to, AT&T OKLAHOMA, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T OKLAHOMA and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by AT&T OKLAHOMA to perform make-ready work shall be deemed to be a person acting on AT&T OKLAHOMA's behalf while performing such work at AT&T OKLAHOMA's request.
- 3.32 Pole. The term "pole" refers to all AT&T OKLAHOMA poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by AT&T OKLAHOMA and does not include cables and other telecommunications equipment attached to pole structures.
- 3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Appendix, except as the context

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

- 3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.
- 3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by AT&T OKLAHOMA or by persons acting on AT&T OKLAHOMA's behalf for the primary purpose of:
- (a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;
 - (b) confirming or determining the extent, if any, to which modifications to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;
 - (c) confirming or determining what make-ready work, if any, will be required to prepare AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
 - (d) estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.
- 3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:
- (a) whether AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;
 - (b) the extent, if any, to which modifications of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
 - (c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.
- 3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and AT&T OKLAHOMA, respectively, to coordinate arrangements for CLEC's access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. AT&T OKLAHOMA's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.
- 3.38 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing AT&T OKLAHOMA to locate facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling AT&T OKLAHOMA to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include

easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by AT&T OKLAHOMA's facilities.

- 3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.
- 3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."
- 3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Oklahoma.
- 3.42 State Commission. The term "State Commission" refers to the Oklahoma Corporation Commission.
- 3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."
- 3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.
- 3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and AT&T OKLAHOMA).
- 3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by AT&T OKLAHOMA to be responsible for handling and processing requests for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, if any, the ULS shall serve as CLEC's single point of contact for arranging access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and access to AT&T OKLAHOMA's records relating to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.
- 3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, AT&T OKLAHOMA's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.
- 3.48 "Vicinity of" When used in terms such as "vicinity of AT&T OKLAHOMA's conduit system," "vicinity of AT&T OKLAHOMA's poles," "vicinity of AT&T OKLAHOMA's rights-of-way," or "vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way," the term "vicinity of ..." includes sites on, within, near to, surrounding, or adjoining AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any AT&T OKLAHOMA pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

- 4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to AT&T OKLAHOMA poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.
- 4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of

AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by AT&T OKLAHOMA, and the placement of CLEC's facilities on or in AT&T OKLAHOMA's poles, ducts, conduits and rights-of-way shall not create or vest in AT&T OKLAHOMA any right, title, or interest in such facilities.

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

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

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

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

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

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

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

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

4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

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

- 5.02 Private Rights-of-Way Not Owned or Controlled by AT&T OKLAHOMA. AT&T OKLAHOMA and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by AT&T OKLAHOMA. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.
- 5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where AT&T OKLAHOMA's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of AT&T OKLAHOMA's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that AT&T OKLAHOMA has the legal authority to grant such access and use. AT&T OKLAHOMA also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. AT&T OKLAHOMA agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those AT&T OKLAHOMA places on itself.
- (a) Although AT&T OKLAHOMA shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize AT&T OKLAHOMA's rights-of-way to the extent that AT&T OKLAHOMA has legal authority to do so, CLEC acknowledges that AT&T OKLAHOMA may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:
- (1) CLEC shall first attempt to obtain right-of-way directly from the property owner.
 - (2) If AT&T OKLAHOMA has legal authority to permit access by CLEC to a right-of-way on third-party property, AT&T OKLAHOMA will not restrict CLEC's use of the right-of-way.
 - (3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.
- (b) AT&T OKLAHOMA and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way."
- 5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. AT&T OKLAHOMA will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. AT&T OKLAHOMA will place no restrictions on access to such rights-of-way that are more restrictive than those AT&T OKLAHOMA places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

ARTICLE 6: SPECIFICATIONS

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

- 6.02 Design to Minimize the Need for Access to AT&T OKLAHOMA's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access AT&T OKLAHOMA's poles, ducts, and conduits.
- 6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines AT&T OKLAHOMA applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, AT&T OKLAHOMA agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into AT&T OKLAHOMA's conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.
- 6.04 Published Standards. AT&T OKLAHOMA and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:
- (a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book;"
 - (b) the National Electrical Safety Code ("NESCA"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and
 - (c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").
- 6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01 through 6.04 above, facilities placed in AT&T OKLAHOMA's conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.
- (a) No facilities shall be placed in AT&T OKLAHOMA's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in AT&T OKLAHOMA's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.
 - (b) Facilities placed in AT&T OKLAHOMA's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.
 - (c) Facilities placed in AT&T OKLAHOMA's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
 - (d) No coaxial cable shall be placed in AT&T OKLAHOMA's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.
 - (e) Coaxial cable placed in AT&T OKLAHOMA's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - (f) CLEC shall not circumvent the corrosion mitigation measures of AT&T OKLAHOMA or joint users.

- 6.06 Additional Physical Design Specifications: Conduit. Facilities placed in AT&T OKLAHOMA's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:
- (a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter AT&T OKLAHOMA's conduit system at locations consistent with the physical design specifications that AT&T OKLAHOMA applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).
 - (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T OKLAHOMA's conduit or ducts.
 - (c) The integrity of AT&T OKLAHOMA's conduit system and overall safety of personnel require that "dielectric cable" be used within AT&T OKLAHOMA's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.
 - (d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.
- 6.07 Efficient Use of Conduit. To ensure efficient use of conduits, AT&T OKLAHOMA will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for AT&T OKLAHOMA's own business purposes and to accommodate CLEC and other joint users; provided, however, that AT&T OKLAHOMA shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.
- 6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to AT&T OKLAHOMA's conduit system:
- (a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of AT&T OKLAHOMA's conduit system except as provided in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing.
 - (b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.
 - (c) Where CLEC's duct or facility physically connects with AT&T OKLAHOMA's manhole the section of CLEC's facility which connects to AT&T OKLAHOMA's manhole shall be installed by AT&T OKLAHOMA or its contractor at CLEC's expense (which shall be AT&T OKLAHOMA's actual costs or the price charged AT&T OKLAHOMA by the contractor). AT&T OKLAHOMA will perform this work in an interval consistent with the intervals AT&T OKLAHOMA performs work for itself. If AT&T OKLAHOMA's interval for beginning or completing this work does not meet CLEC's needs, CLEC as an authorized contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T OKLAHOMA and CLEC.
 - (d) AT&T OKLAHOMA will have the option to monitor the entrance and exit of CLEC's facilities into AT&T OKLAHOMA's conduit system and the physical placement of CLEC's facilities in AT&T OKLAHOMA's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
 - (e) If CLEC constructs or utilizes a duct connected to AT&T OKLAHOMA's conduit system, the duct and all connections between that duct and AT&T OKLAHOMA's conduit system shall be sealed to prevent the entry of gases or liquids into AT&T OKLAHOMA's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T OKLAHOMA's conduit system.

- 6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of AT&T OKLAHOMA, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way, and to protect the public at large.
- (a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on AT&T OKLAHOMA's poles or in the vicinity of AT&T OKLAHOMA's poles, or enter AT&T OKLAHOMA's manholes or work within or in the vicinity of AT&T OKLAHOMA's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.
 - (b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of AT&T OKLAHOMA's conduit system) are sufficiently safe for the work to be performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify AT&T OKLAHOMA of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.
 - (c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.
 - (d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
 - (e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
 - (f) CLEC shall promptly suspend activities on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, or conduits, if notified by AT&T OKLAHOMA that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of AT&T OKLAHOMA's conduit system until both CLEC and AT&T OKLAHOMA are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that AT&T OKLAHOMA requires CLEC to suspend work activities and it is later

determined that there was no reasonable basis for the work suspension, AT&T OKLAHOMA agrees to compensate CLEC for the cost resulting from the delay.

- (g) All personnel acting on CLEC's behalf shall, while working on or in AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any AT&T OKLAHOMA employee or representative, produce such identification.
- (h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the vicinity of AT&T OKLAHOMA's poles or conduit system to AT&T OKLAHOMA.

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

- (a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in AT&T OKLAHOMA's conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that AT&T OKLAHOMA rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, AT&T OKLAHOMA shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to AT&T OKLAHOMA via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by AT&T OKLAHOMA's own personnel.
- (b) Personnel performing work within AT&T OKLAHOMA's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of AT&T OKLAHOMA's conduit system.
- (c) Personnel performing work within or in the vicinity of AT&T OKLAHOMA's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- (d) All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by AT&T OKLAHOMA and applicable to AT&T OKLAHOMA's own facilities.
- (e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by AT&T OKLAHOMA for its own facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.
- (g) Planks or other types of platforms shall be supported only by cable racks.
- (h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of AT&T OKLAHOMA's conduit system shall be of a type approved by AT&T OKLAHOMA and included on AT&T OKLAHOMA's then-current list of approved types of leak-detection liquids and devices; provided, however, that CLEC may use any type of leak detection liquid or device which meets Bellcore's published standards if AT&T OKLAHOMA has not provided CLEC AT&T OKLAHOMA's list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.
- (i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in AT&T OKLAHOMA's conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

- (j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.
- (k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.
- (l) Neither AT&T OKLAHOMA nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T OKLAHOMA's conduit system (including any manhole) during work operations performed within or in the vicinity of AT&T OKLAHOMA's conduit system.
- (m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.
- (n) Cable lubricants used in conduit systems shall be of a type or types approved by AT&T OKLAHOMA and included on AT&T OKLAHOMA's then-current list of approved types of cable lubricants; provided, however, that CLEC may use any type of cable lubricant which meets Bellcore's published standards if AT&T OKLAHOMA has not provided CLEC AT&T OKLAHOMA's list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

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

- (a) CLEC will notify AT&T OKLAHOMA not less than 5 business days in advance before entering AT&T OKLAHOMA's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, CLEC shall, when feasible, provide AT&T OKLAHOMA with 10 working days advance notice before entering AT&T OKLAHOMA's conduit system.
- (b) The parties contemplate that CLEC may need to perform operations in AT&T OKLAHOMA's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify AT&T OKLAHOMA as soon as is reasonably possible of its intent to enter and perform work in the conduit system and AT&T OKLAHOMA shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. AT&T OKLAHOMA will establish procedures enabling AT&T OKLAHOMA to receive notices from CLEC under this subsection 24 hours a day, seven days a week.
- (c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.
- (d) A single authorized employee or representative of AT&T OKLAHOMA may be present any time when CLEC or personnel acting on CLEC's behalf enter or perform work within AT&T OKLAHOMA's conduit system. CLEC shall reimburse AT&T OKLAHOMA for costs associated with the presence of AT&T OKLAHOMA's authorized employee or representative. Each party must obtain any necessary authorization from appropriate authorities to open manholes.
- (e) AT&T OKLAHOMA and CLEC further agree that CLEC shall pay to AT&T OKLAHOMA a penalty of \$5000.00 for each unauthorized entry into the conduit system.

6.12 OSHA Compliance. Each party agrees:

- (a) its facilities attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder; and
 - (b) all persons shall, when working on, within, or in the vicinity of AT&T OKLAHOMA's poles or conduit system, comply with OSHA and all rules and regulations thereunder.
- 6.13 Environmental Contaminants in AT&T OKLAHOMA's Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter AT&T OKLAHOMA's conduit system and accumulate in manholes or other conduit facilities.
- (a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. AT&T OKLAHOMA will assist CLEC, at CLEC's request and expense, in the performance of such inspections and tests.
 - (b) AT&T OKLAHOMA makes no representations to CLEC or personnel performing work on CLEC's behalf that AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of AT&T OKLAHOMA's conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.
 - (c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.
 - (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.
- 6.14 Compliance with Environmental Laws and Regulations. CLEC and AT&T OKLAHOMA agree to comply with the following provisions relating to compliance with environmental laws and regulations.
- (a) All persons acting on CLEC's or AT&T OKLAHOMA's behalf, including but not limited to CLEC's or AT&T OKLAHOMA's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and AT&T OKLAHOMA agree that their facilities attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and AT&T OKLAHOMA shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.
- 6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

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

- 7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, AT&T OKLAHOMA's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.
- 7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.
- 7.03 Access to Records Relating to AT&T OKLAHOMA's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way will be made available to CLEC. Access to such records and information shall be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (AT&T OKLAHOMA Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse AT&T OKLAHOMA for all reasonable costs incurred by AT&T OKLAHOMA in granting CLEC's requests for access to records and information under this section.
- (a) CLEC shall, after the effective date of this Appendix, have reasonable access to AT&T OKLAHOMA's pole and conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and AT&T OKLAHOMA shall make such maps and records available for inspection by CLEC on two business days notice AT&T OKLAHOMA.
- (b) The access described in subsection (a) shall include the right to make copies, at CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

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

- (1) the exact location of the facilities depicted;
- (2) the physical size, characteristics, or condition of the facilities depicted;
- (3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;
- (4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other

facilities housed within ducts, conduits, manholes or other portions of AT&T OKLAHOMA's conduit system; and

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

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

- (a) After the effective date of this Agreement, AT&T OKLAHOMA shall permit CLEC to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude CLEC from visually inspecting AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without AT&T OKLAHOMA's permission.
- (b) CLEC shall not enter any AT&T OKLAHOMA manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

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

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

- (a) On receipt of CLEC's application for a pole attachment or conduit occupancy license the associated pole, duct, and conduit space shall be assigned to CLEC for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate AT&T OKLAHOMA records.
- (b) CLEC's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment or provisional assignment is logged and recorded in the appropriate AT&T OKLAHOMA records.
- (c) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate AT&T OKLAHOMA record, AT&T OKLAHOMA shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T OKLAHOMA record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from AT&T OKLAHOMA's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of AT&T OKLAHOMA's make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of AT&T OKLAHOMA or third parties other than persons acting on CLEC's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date CLEC is first able to commence construction activities at the site involved.

Assignments to third parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate AT&T OKLAHOMA records available for inspection under Section 7.03.

- (d) AT&T OKLAHOMA may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If AT&T OKLAHOMA assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T OKLAHOMA record if AT&T OKLAHOMA has not occupied such assigned space within such 12-month period; provided, however, that if AT&T OKLAHOMA's failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on AT&T OKLAHOMA's behalf, or from acts of God, AT&T OKLAHOMA's assignment may be extended for a period no longer than three months from the date AT&T OKLAHOMA is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate AT&T OKLAHOMA records available for inspection under Section 7.03.
- (e) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to CLEC or AT&T OKLAHOMA under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work, if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.
- (f) Except as provided in subsections (e) through (f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables CLEC, AT&T OKLAHOMA, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

- 9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified AT&T OKLAHOMA poles or placing facilities within specified AT&T OKLAHOMA ducts or conduits manholes, or handholes. License applications and information received by AT&T OKLAHOMA in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- 9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, CLEC shall submit to AT&T OKLAHOMA two signed copies of the appropriate application forms. AT&T OKLAHOMA represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that AT&T OKLAHOMA plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. AT&T OKLAHOMA reserves the right to change the format and content of these forms upon 60 days written notice to CLEC.
 - (a) To apply for a pole attachment license, CLEC shall submit to AT&T OKLAHOMA two signed copies of AT&T OKLAHOMA's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433. An application for a pole attachment license shall not be complete or subject to processing by AT&T OKLAHOMA until these forms have been submitted to AT&T OKLAHOMA; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c) through (g) below, as applicable. Copies of Forms SW-9433 and SW-9434, are attached to this Appendix as parts of Exhibit III.
 - (b) To apply for a conduit occupancy license, CLEC shall submit to AT&T OKLAHOMA two signed copies of AT&T OKLAHOMA's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by AT&T OKLAHOMA until these forms have been submitted to AT&T OKLAHOMA; provided, however, that such forms shall be deemed to be

substantially complete if they contain the information specified in subsections (c) through (g) below, as applicable. Copies of Forms SW-9434 and SW-9435, are attached to this Appendix as parts of Exhibit III.

- (c) Each application for a license under this Appendix shall include the following information, at a minimum:
- (1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as associated maps and manhole detailed butterfly drawings;
 - (2) a description of the facilities to be attached to AT&T OKLAHOMA's poles and a description of the facilities to be placed within each component of AT&T OKLAHOMA's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and
 - (3) for poles, the proposed points of attachment.
- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
- (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
 - (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and
 - (3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of permitted apparatus enclosures and other facilities to be attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's conduit system.
- (e) When it appears to CLEC that facilities modification, capacity expansion, or make-ready work, may be required to accommodate CLEC's access requests, CLEC shall describe the facilities modification, capacity expansion or make-ready work which CLEC proposes. CLEC shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.
- (f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than AT&T OKLAHOMA, that it may be necessary for AT&T OKLAHOMA to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to AT&T OKLAHOMA's poles and that, at the time an application is submitted AT&T OKLAHOMA. CLEC shall identify all poles utilized by AT&T OKLAHOMA (without regard to ownership) along the proposed route. If CLEC does not identify all poles, CLEC may contract with AT&T OKLAHOMA to do so, at CLEC's expense.
- (g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing CLEC's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by AT&T OKLAHOMA's engineering and outside plant construction personnel in scheduling work required to process CLEC's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate CLEC's facilities.

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

- (a) Before submitting a formal written application for access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way, CLEC shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which CLEC does not plan to use or for the purpose of precluding AT&T OKLAHOMA or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
 - (b) CLEC shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with CLEC's needs. If CLEC contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single AT&T OKLAHOMA construction district, CLEC shall give AT&T OKLAHOMA 30 days notice with a priority list as noted in Section 9.04.
 - (c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment license application.
 - (d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.
- 9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single AT&T OKLAHOMA construction district, CLEC shall, at AT&T OKLAHOMA's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.
- 9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by AT&T OKLAHOMA after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. AT&T OKLAHOMA will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.
- (a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by AT&T OKLAHOMA or its authorized representative. Primary purposes of the field inspection will be to enable AT&T OKLAHOMA to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T OKLAHOMA's poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.
 - (b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by AT&T OKLAHOMA.
 - (c) Before performing any portion of the pre-license survey, AT&T OKLAHOMA shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

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

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

- (a) If access is granted, AT&T OKLAHOMA shall, no later than 45 days after CLEC's submission of the license application, further advise CLEC in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T OKLAHOMA's pole or conduit facilities (2) provide CLEC an estimate of charges for such facilities modifications, capacity expansions, or make-ready work, (3) disclose to CLEC any hazardous substances known by AT&T OKLAHOMA to be present at the site.
- (b) If access is denied, AT&T OKLAHOMA will confirm the denial in writing by the 45th day after the receipt by AT&T OKLAHOMA of CLEC's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.
- (c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, CLEC shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on AT&T OKLAHOMA of processing and responding to the application.

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

- (a) AT&T OKLAHOMA agrees to modify its outside plant facilities to the extent that CLEC agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which AT&T OKLAHOMA would apply to AT&T OKLAHOMA if the work were performed for its own benefit. AT&T OKLAHOMA may recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. AT&T OKLAHOMA will require payment of the full amount in advance subject to the true-up of the estimated costs with the actual costs.
- (b) AT&T OKLAHOMA agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval AT&T OKLAHOMA provides to itself. If AT&T OKLAHOMA's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC, as a qualified contractor, may perform the inner-duct installation itself or utilize authorized subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by AT&T OKLAHOMA and CLEC. When inner duct is installed by CLEC or an authorized contractor in AT&T OKLAHOMA's conduit system, CLEC shall bear all other installation expenses. Inner duct installed by CLEC or an authorized contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by AT&T OKLAHOMA or AT&T OKLAHOMA's contractors. CLEC will indemnify AT&T OKLAHOMA for damages, resulting from CLEC's self-provisioning of the inner-duct.
- (c) AT&T OKLAHOMA agrees to, remove cables at CLEC's expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that AT&T OKLAHOMA excavate the obstruction. The excavation would be at CLEC's expense AT&T OKLAHOMA.

- (d) Reimbursement will be in accordance with Section 10.08 - Reimbursement for the Creation or Use of Additional Capacity.

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

- (a) CLEC and AT&T OKLAHOMA will mutually establish and maintain a list of authorized contractors who may be selected by CLEC to perform make-ready work when AT&T OKLAHOMA's interval for beginning or completing such make ready work does not meet CLEC's needs.
- (b) If AT&T OKLAHOMA's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by CLEC from the applicable list of authorized contractors. Subject to the availability of personnel, CLEC may also request that AT&T OKLAHOMA perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.
- (c) From time to time, additional contractors or other vendors may be approved by AT&T OKLAHOMA to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Nothing contained in this section authorizes CLEC, any authorized contractor selected by CLEC, or any other person acting on CLEC's behalf to consolidate AT&T OKLAHOMA's cables, remove slack, or perform any splicing (wire work) on AT&T OKLAHOMA's cables.

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

- (a) The notice shall be given in writing no later than 45 days after the receipt by AT&T OKLAHOMA of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include AT&T OKLAHOMA's estimate of make-ready charges, which estimate shall be stated on AT&T OKLAHOMA Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.
- (c) CLEC shall have 20 days (the "acceptance period") after receiving AT&T OKLAHOMA's estimate of make-ready charges to authorize completion of the make-ready work proposed by AT&T OKLAHOMA or to advise AT&T OKLAHOMA of its willingness to perform the proposed make-ready work itself. If CLEC advises AT&T OKLAHOMA that it is willing to perform the make-ready work proposed by AT&T OKLAHOMA in accordance with a design approved by AT&T OKLAHOMA, and AT&T OKLAHOMA's specifications, AT&T OKLAHOMA will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to AT&T OKLAHOMA within the 20-day acceptance period.
- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to AT&T OKLAHOMA within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
- (e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify AT&T

OKLAHOMA in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat AT&T OKLAHOMA's make-ready requirements as a denial of access.

- (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, AT&T OKLAHOMA shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to AT&T OKLAHOMA's inquiry, CLEC does not immediately sign and return the estimate to AT&T OKLAHOMA.
- (2) If CLEC timely notifies AT&T OKLAHOMA that it is electing to treat AT&T OKLAHOMA's make-ready requirements as a denial of access, AT&T OKLAHOMA shall, within 20 days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting AT&T OKLAHOMA's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to AT&T OKLAHOMA's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for AT&T OKLAHOMA's make-ready proposals and specifically address AT&T OKLAHOMA's rationale for rejecting CLEC's alternative written proposals, if any.

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

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

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

10.09 License and Attachment. After all required make-ready work is completed, AT&T OKLAHOMA will issue a license confirming that CLEC may attach specified facilities to AT&T OKLAHOMA's poles or place specified facilities in AT&T OKLAHOMA's conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others.

ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES

- 11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its facilities to AT&T OKLAHOMA's poles and the actual placement of its facilities in AT&T OKLAHOMA's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.
- 11.02 Construction Schedule. After the issuance of a license, CLEC shall provide AT&T OKLAHOMA with an updated construction schedule and shall thereafter keep AT&T OKLAHOMA informed of anticipated changes in the construction schedule. Construction schedules received by AT&T OKLAHOMA shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:
- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
 - (b) the names of each contractor and subcontractor that will be involved in the construction activities;
 - (c) the estimated dates when construction will begin and end; and
 - (d) the approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to AT&T OKLAHOMA's poles or the placement of CLEC's facilities in any part of AT&T OKLAHOMA's conduit system.

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

- 12.01 Use of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to have access to CLEC's facilities on or within AT&T OKLAHOMA's poles, ducts, and conduits as needed for the purpose of serving CLEC's customers.
- 12.02 Routine Maintenance of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to engage in routine maintenance of facilities located on or within AT&T OKLAHOMA's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of CLEC's facilities in any manner which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's license.
- 12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on AT&T OKLAHOMA's poles for the attachment of drop wires as specified in this section.
- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.
 - (b) If attachment space has already been licensed to CLEC on a given AT&T OKLAHOMA pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.
- 12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to AT&T OKLAHOMA, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T OKLAHOMA. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T OKLAHOMA of such use and must either vacate the maintenance duct within 30 days or, with AT&T OKLAHOMA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement

maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

- 12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.
- 12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide AT&T OKLAHOMA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities and shall thereafter notify AT&T OKLAHOMA of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on AT&T OKLAHOMA's request, identify any authorized contractor or other person performing maintenance activities on CLEC's behalf at a specified site.

ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES

- 13.01 Notification of Planned Modifications. CLEC shall notify AT&T OKLAHOMA in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any AT&T OKLAHOMA duct or conduit. The notice shall contain sufficient information to enable AT&T OKLAHOMA to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of AT&T OKLAHOMA's poles, ducts, or conduits, and having no effect on the ability of AT&T OKLAHOMA or joint users to use or have access to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.
- 13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:
- (a) requires that CLEC occupy additional space on AT&T OKLAHOMA's poles (except on a temporary basis in the event of an emergency);
 - (b) requires that CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any AT&T OKLAHOMA duct or conduit except on a temporary basis in the event of an emergency;
 - (c) results in the facilities attached being different from those described as authorized attachments in CLEC's present application, current license, notice of intent to occupy, or license application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);
 - (d) requires additional holding or loading capacity on a permanent basis.
- 13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.
- 13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure pole loadings are not exceeded.

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

ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES

- 14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.
- 14.02 Rearrangement of CLEC's Facilities at AT&T OKLAHOMA's Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for AT&T OKLAHOMA to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by AT&T OKLAHOMA's own business needs or by factors outside of AT&T OKLAHOMA's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.
- (a) CLEC agrees that CLEC will cooperate with AT&T OKLAHOMA and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.
 - (b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by AT&T OKLAHOMA of the required rearrangements. AT&T OKLAHOMA may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
 - (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
 - (2) the timeliness of AT&T OKLAHOMA's request to CLEC;
 - (3) the nature and number of rearrangements sought;
 - (4) the impact on the ability of the parties and joint users to meet customer service needs; and
 - (5) risks of service interruption to customers of the parties and joint users.
 - (c) Nothing contained in this article shall preclude CLEC from advising AT&T OKLAHOMA, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to AT&T OKLAHOMA's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing AT&T OKLAHOMA's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.
- 15.02 Responsibility for Emergency Repairs: Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.
- (a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
 - (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to AT&T OKLAHOMA, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify AT&T OKLAHOMA of such use and must either vacate the maintenance duct within 30 days or, with AT&T OKLAHOMA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.
 - (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.
- 15.03 Designation of Emergency Repair Coordinators and Other Information. For each AT&T OKLAHOMA construction district, CLEC shall provide AT&T OKLAHOMA with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify AT&T OKLAHOMA of changes to such information.
- 15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify AT&T OKLAHOMA at the earliest practicable opportunity after discovering any condition on or in any of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T OKLAHOMA's facilities and AT&T OKLAHOMA shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.
- 15.05 Order of Precedence of Work Operations: Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T OKLAHOMA, CLEC, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:
- (a) Emergency service restoration work requirements shall take precedence over other work operations.
 - (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner

consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

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

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

- (a) Before performing any corrective work involving facilities, AT&T OKLAHOMA or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, AT&T OKLAHOMA or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

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

- (a) When emergency pole replacements are required, AT&T OKLAHOMA shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.
- (b) If notified by AT&T OKLAHOMA that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a AT&T OKLAHOMA replacement pole, the transfer shall be in accordance with AT&T OKLAHOMA's placement instructions.
- (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise AT&T OKLAHOMA and thereby authorize AT&T OKLAHOMA (or any joint user sharing the pole with AT&T OKLAHOMA) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

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

- (a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- (b) CLEC agrees to reimburse AT&T OKLAHOMA for the costs incurred by AT&T OKLAHOMA for work performed by AT&T OKLAHOMA on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by AT&T OKLAHOMA are for work performed in part

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

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

- 16.01 AT&T OKLAHOMA's Right to Make Periodic or Spot Inspections. AT&T OKLAHOMA shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to AT&T OKLAHOMA's poles or placed within AT&T OKLAHOMA's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's conduit system are in compliance with the terms of this Appendix and licenses hereunder, AT&T OKLAHOMA may charge CLEC for inspection expenses only if the inspection reflects that CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify AT&T OKLAHOMA in writing when the facilities have been brought into compliance.
- 16.02 Report of Inspection Results. AT&T OKLAHOMA will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.
- 16.03 Post-Construction Inspections. AT&T OKLAHOMA, at CLEC's expense, may conduct a post-construction inspection of CLEC's attachment to AT&T OKLAHOMA's poles, conduits or rights-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T OKLAHOMA will provide CLEC advance written notice of proposed date and time of the post-construction inspection. CLEC may accompany AT&T OKLAHOMA on the post-construction inspection.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.
- 17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a) through (c) of this section, AT&T OKLAHOMA may, without notice to any person or entity, remove from AT&T OKLAHOMA's poles or any part of AT&T OKLAHOMA's conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if AT&T OKLAHOMA determines that such facilities are not the subject of any current license authorizing their continued attachment to AT&T OKLAHOMA's poles or occupancy of AT&T OKLAHOMA's conduit system and are not otherwise lawfully present on AT&T OKLAHOMA's poles or in AT&T OKLAHOMA's conduit system.
- (a) Before removing any such untagged or unmarked facilities, AT&T OKLAHOMA shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on AT&T OKLAHOMA's poles or in AT&T OKLAHOMA's conduit system.
 - (b) AT&T OKLAHOMA shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
 - (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on AT&T OKLAHOMA's poles or in AT&T OKLAHOMA's conduit system, AT&T OKLAHOMA shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise AT&T OKLAHOMA in writing of its schedule for tagging the facilities, or notify AT&T OKLAHOMA in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to AT&T OKLAHOMA the identity of the owner or other party thought by CLEC to be responsible for the facilities.

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

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

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

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

- (a) CLEC shall give AT&T OKLAHOMA, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of AT&T OKLAHOMA's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
- (b) CLEC shall, if requested by AT&T OKLAHOMA to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
- (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T OKLAHOMA's manholes (if AT&T OKLAHOMA would itself plug the ducts under the same circumstances) in accordance with the standards set by AT&T OKLAHOMA for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.
- (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from AT&T OKLAHOMA's poles, ducts, conduits, or

- rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.
- (e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to AT&T OKLAHOMA that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.
- 18.02 Removal of Facilities Not in Active Use. At AT&T OKLAHOMA's request, CLEC shall remove from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided, however, that CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on AT&T OKLAHOMA's poles, in AT&T OKLAHOMA's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to AT&T OKLAHOMA's poles or any part of AT&T OKLAHOMA's conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.
- 18.03 Removal Following Termination of License. CLEC shall remove its facilities from AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to AT&T OKLAHOMA's poles or the placement of such facilities in AT&T OKLAHOMA's ducts, conduits, or rights-of-way.
- 18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from AT&T OKLAHOMA's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.
- 18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to AT&T OKLAHOMA stating the date on which the removal of its facilities from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to AT&T OKLAHOMA's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.
- 18.06 Notice of AT&T OKLAHOMA's Intent to Remove Facilities. If CLEC fails to remove its facilities from AT&T OKLAHOMA's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, AT&T OKLAHOMA may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:
- (a) the date when AT&T OKLAHOMA plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;
 - (b) AT&T OKLAHOMA's plans with respect to disposition of the facilities removed; and
 - (c) that CLEC's failure to remove the facilities or make alternative arrangements with AT&T OKLAHOMA for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

- 18.07 Removal of Facilities by AT&T OKLAHOMA. If AT&T OKLAHOMA removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse AT&T OKLAHOMA for AT&T OKLAHOMA's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.
- 18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to AT&T OKLAHOMA's poles or placed in AT&T OKLAHOMA's conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.
- 18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to AT&T OKLAHOMA when it ceases to use facilities attached to AT&T OKLAHOMA's poles or placed in any part of AT&T OKLAHOMA's conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

- 19.01 Application Fees. AT&T OKLAHOMA will charge CLEC AT&T OKLAHOMA an Application Fee for each application requesting access to poles, conduits and rights-of-way, as set forth in the Pricing Schedule.
- 19.02 Semiannual Attachment and Occupancy Fees. AT&T OKLAHOMA's semiannual fees for attachments to AT&T OKLAHOMA's poles and occupancy of AT&T OKLAHOMA's ducts and conduits are specified in Exhibit I. For all attachments to AT&T OKLAHOMA's poles and occupancy of AT&T OKLAHOMA's ducts and conduits, CLEC agrees to pay AT&T OKLAHOMA's semiannual charges as specified in Exhibit I.
- 19.03 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by AT&T OKLAHOMA, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC under licenses issued as of the date of billing by AT&T OKLAHOMA, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.
- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
 - (b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
 - (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.
- 19.04 Pre-license Survey Fees. With respect to pre-license surveys conducted by AT&T OKLAHOMA pursuant to Section 9.05 of this Appendix, AT&T OKLAHOMA may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Oklahoma Corporation Commission following the filing of AT&T OKLAHOMA of any required study providing cost justification for the imposition of pre-license survey fees.
- 19.05 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. AT&T OKLAHOMA may recover from CLEC the costs of make-ready work performed by AT&T OKLAHOMA or persons acting on AT&T OKLAHOMA's behalf. AT&T OKLAHOMA may not require payment of the full amount in advance. CLEC will pay half of AT&T OKLAHOMA's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by AT&T OKLAHOMA to CLEC for make ready charges shall be due and payable 30 days after the date of the bill or invoice.

- 19.05 Charges for Work Performed by AT&T OKLAHOMA Employees. Except as otherwise specifically required by applicable commission orders, AT&T OKLAHOMA's charges to CLEC for work performed by AT&T OKLAHOMA employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over AT&T OKLAHOMA's charges for work performed by AT&T OKLAHOMA employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by AT&T OKLAHOMA to determine hourly rates for AT&T OKLAHOMA employees at any time in any forum having jurisdiction over the subject matter.
- 19.06 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by AT&T OKLAHOMA to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

- 20.01 Bond May Be Required. AT&T OKLAHOMA may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a) through (b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 22.02 of this Appendix.
- (a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, AT&T OKLAHOMA may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by AT&T OKLAHOMA if the work had been performed by contractors, subcontractors, or other persons selected directly by AT&T OKLAHOMA. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on AT&T OKLAHOMA's behalf.
- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to AT&T OKLAHOMA, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing AT&T OKLAHOMA 60 days written notice.
- (d) AT&T OKLAHOMA may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

ARTICLE 21: INSURANCE

- 21.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.
- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 22.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name AT&T OKLAHOMA as an additional insured and shall include provisions requiring the insurer to give AT&T OKLAHOMA notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting AT&T OKLAHOMA's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
- (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by AT&T OKLAHOMA.

- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on AT&T OKLAHOMA's behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to AT&T OKLAHOMA for any damages resulting from its failure to do so.
 - (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 22.02 of this Appendix.
- 21.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.
- (a) CLEC shall submit to AT&T OKLAHOMA adequate proof (as determined by AT&T OKLAHOMA) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide AT&T OKLAHOMA with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to AT&T OKLAHOMA.
 - (b) AT&T OKLAHOMA will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. AT&T OKLAHOMA will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and AT&T OKLAHOMA is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.
- 21.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before AT&T OKLAHOMA will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.
- 21.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, AT&T OKLAHOMA may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to AT&T OKLAHOMA to obtain) the required coverage from another source. In the alternative, AT&T OKLAHOMA may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

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

- 22.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to AT&T OKLAHOMA, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way in this State.
- 22.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of AT&T OKLAHOMA or any joint user, cause material damage to AT&T OKLAHOMA's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of AT&T OKLAHOMA or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T OKLAHOMA may limit, terminate or refuse access if CLEC violates this

provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the AT&T OKLAHOMA construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

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

- (a) The notice shall set forth in reasonable detail:
 - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
 - (2) the action believed necessary to cure the alleged breach; and
 - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 23: CONFIDENTIALITY OF INFORMATION

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

23.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to AT&T OKLAHOMA in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03 to 28.06.

- 23.03 Permitted Uses of CLEC's Confidential or Proprietary Information. AT&T OKLAHOMA and persons acting on AT&T OKLAHOMA's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to AT&T OKLAHOMA's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way and any AT&T OKLAHOMA facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing AT&T OKLAHOMA's obligations under this Appendix and similar agreements with third parties; (d) performing AT&T OKLAHOMA's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for AT&T OKLAHOMA's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining AT&T OKLAHOMA's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.
- 23.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to AT&T OKLAHOMA's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.
- 23.05 Defense of Claims. In the event of a dispute between AT&T OKLAHOMA and any person or entity, including CLEC, concerning AT&T OKLAHOMA's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T OKLAHOMA may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T OKLAHOMA shall not disclose CLEC's Proprietary or Confidential Information without first, at AT&T OKLAHOMA's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.
- 23.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T OKLAHOMA from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T OKLAHOMA shall not disclose CLEC's proprietary or confidential information without first, at AT&T OKLAHOMA's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 23.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

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

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

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

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

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

Date

NAVIGATOR TELECOMMUNICATIONS, LLC.

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

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

Title of CLEC's Authorized Officer/Employee

Date

EXHIBIT II IDENTIFICATION OF APPLICANT (OKLAHOMA)

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

Applicant's legal name is: _____.

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

Applicant does business under the following assumed names:

_____.

Applicant is:

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

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

another entity, as follows:

_____.

Applicant represents that Applicant is:

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

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

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

EXHIBIT III ADMINISTRATIVE FORMS AND NOTICES (OKLAHOMA)

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

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

EXHIBIT IV INSURANCE REQUIREMENTS (OKLAHOMA)

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

- 1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.
- 2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.
- 3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.
- 4) General Liability Insurance. To protect AT&T OKLAHOMA from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to AT&T OKLAHOMA. AT&T OKLAHOMA shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with AT&T OKLAHOMA added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.
 - a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.
 1. Personal Injury and Advertising Injury coverage.
 2. Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
 3. Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
 4. Explosion, Collapse, and Underground Hazard (XCU) coverage.
 5. Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
 6. Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.

7. Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.
 - b) Minimum policy limits shall be as follows:
 - General Aggregate Limit: \$2,000,000.
 - Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
 - Sublimit for personal injury and advertising: \$1,000,000.
 - Products/Operations Aggregate Limit: \$1,000,000.
 - Each occurrence sublimit for Products/Operations: \$1,000,000.
 - c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - d) Policy language or endorsements adding AT&T OKLAHOMA as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting AT&T OKLAHOMA from any liability for bodily injury or property damage arising out of CLEC's operations.
- 5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way.
- 6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.
- 7) Deductibles. No deductibles shall be allowed without the express written consent of AT&T OKLAHOMA.
- 8) Claims Made Policies. Claims Made Policies will not be accepted.
- 9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to AT&T OKLAHOMA, must be received by AT&T OKLAHOMA prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.
- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
 - b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate AT&T OKLAHOMA as an Additional Insured.
 - c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
 - d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

A certificate which does not include the phrase "or materially changed" does not meet AT&T OKLAHOMA's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30

days written notice to the certificate holder does not meet AT&T OKLAHOMA's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be:

Southwestern Bell Telephone Company
Attention: Structure Access Manager
5305 E 71st St
Floor 1
Tulsa, OK 74136
(918) 596-6873

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

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

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

EXHIBIT V NONDISCLOSURE AGREEMENT (OKLAHOMA)

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

This Nondisclosure Agreement, effective as of the ___ day of _____, 2006, has been entered into by and between Southwestern Bell Telephone Company ("AT&T OKLAHOMA"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by AT&T OKLAHOMA. The parties stipulate and agree as follows:

- 1) AT&T OKLAHOMA maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which AT&T OKLAHOMA owns or controls. AT&T OKLAHOMA represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which AT&T OKLAHOMA intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including AT&T OKLAHOMA's competitors.
- 2) AT&T OKLAHOMA has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA.
- 3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA, or, if an individual, that he or she is acting on behalf of _____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to AT&T OKLAHOMA's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way.
- 4) AT&T OKLAHOMA agrees that permitted uses of records and information concerning AT&T OKLAHOMA's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by AT&T OKLAHOMA are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by AT&T OKLAHOMA not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.
- 5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to AT&T OKLAHOMA's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to AT&T OKLAHOMA a counterpart of this Agreement prior to receipt of such copies or information.
- 6) Recipient agrees that Recipient will not without AT&T OKLAHOMA's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail,

communicate, or convey any of AT&T OKLAHOMA's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any AT&T OKLAHOMA records furnished to Recipient pursuant to this Agreement.

- 7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by AT&T OKLAHOMA to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of AT&T OKLAHOMA's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (AT&T OKLAHOMA POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."
- 8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of AT&T OKLAHOMA's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.
- 9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by AT&T OKLAHOMA (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.
- 10) This Agreement applies only to records and information provided to Recipient by AT&T OKLAHOMA and does not apply to records and information obtained by Recipient from other lawful sources.
- 11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify AT&T OKLAHOMA in writing.
- 12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, AT&T OKLAHOMA may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that AT&T OKLAHOMA's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to AT&T OKLAHOMA. In the event of any breach of this Agreement for which legal or equitable relief is sought, AT&T OKLAHOMA shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by AT&T OKLAHOMA in connection with the prosecution of its claims against Recipient.
- 13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.
- 14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.
- 15) This Agreement will be governed by the laws of the State of OKLAHOMA.

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

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

(Print or Type Name)

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

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

EXHIBIT VI NOTICES TO CLEC (OKLAHOMA)

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

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

EXHIBIT VII NOTICES TO AT&T OKLAHOMA (OKLAHOMA)

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

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

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

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

- 6.05(a) Notifications relating to electrical interference
- 6.09(h) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct

- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

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

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

**EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR
(OKLAHOMA)**

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

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

Title: Structure Access Manager

Firm: AT&T OKLAHOMA

Address: 5305 E 71st

City/State/Zip: Tulsa, OK 74136

Telephone Number: (918) 596-6873

PRE-OCCUPANCY POLE ATTACHMENTS SURVEY

FIRM'S NAME: _____
AGREEMENT NO: _____
APPLICATION NO: _____

Wire Center _____ **TYPE:** _____
(CATV, Telecom, Other)

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

Number of Cables _____
Weight/per ft. and Size/ O.D. _____
Number and Types of Strands _____

Other Notes: _____

SIGNED: _____ **DATE:** _____
SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____
Applicant's Representative **TIME:** _____

Official File Copy, If Checked in Red



PRE-OCCUPANCY CONDUIT SURVEY

FIRM'S NAME: _____
AGREEMENT NO: _____
APPLICATION NO: _____

Wire Center _____

TYPE: _____
(CATV, Telecom, Other)

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

Number of Cables _____
Size of Cable (O.D. Inches) _____

Splice Information Manhole # _____
Splice Information Manhole # _____
Slack Loop Information Manhole # _____
Slack Loop Information Manhole # _____

Details _____
Details _____
Details _____
Details _____

SIGNED: _____ DATE: _____
SWBT's Representative TIME: _____

SIGNED: _____ DATE: _____
Applicant's Representative TIME: _____

Official File Copy, If Checked in Red

**NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE**

Page _____ of _____

Southwestern Bell Telephone Company:

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

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

Date Notification Received: _____
Date Modification Accepted: _____
By: _____
Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

Name of Licensee

By: _____

Title: _____

 Official File Copy, If Checked in Red

**NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY LICENSE BY APPLICANT**

License Agreement #: _____
 _____ (Applicant)
 _____ (Address)

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

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

S W B T	Date Notification Received: _____
	Date Modification Accepted: _____
	By: _____
	Discontinued: _____
	Total Duct Footage: _____

_____ (Applicant)
 By: _____ (Name of Authorized Agent)
 Title: _____ (Title of Authorized Agent)

Official File Copy If Checked in Red



Southwestern Bell Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

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

Southwestern Bell Telephone

By: _____

Title: _____

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

SKETCH OF UNAUTHORIZED ATTACHMENTS ATTACHED

Date Notification Sent: _____

Name of Applicant

By: _____

Title: _____

ATTACHMENT 14: LOCAL NUMBER PORTABILITY (LNP)

1. LOCAL NUMBER PORTABILITY (LNP)

1.1 General Terms and Conditions

1.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which local permanent number portability (LNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide LNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

1.2 The Parties shall:

1.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

1.2.2 provide LNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

1.3 Obligations of AT&T OKLAHOMA

1.3.1 AT&T OKLAHOMA has deployed LRN in all of its switches.

1.3.2 AT&T OKLAHOMA will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.

1.3.3 AT&T OKLAHOMA may cancel any line-based calling cards associated with telephone numbers ported from its switch.

1.4 Obligations of CLEC

1.4.1 CLEC shall obtain certification from the Number Portability Administration Center (NPAC).

1.4.2 CLEC shall adhere to AT&T OKLAHOMA's Local Service Request (LSR) format and LNP due date intervals.

1.5 Obligations of Both Parties

1.5.1 Each party is responsible for advising the NPAC of telephone numbers it imports and the associated data as required by the North American Numbering Committee (NANC).

1.5.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

1.5.3 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

1.5.4 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

1.5.5 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number to its switch.

1.6 Limitations of Service

1.6.1 Telephone numbers can be ported as a basic network offering only within AT&T OKLAHOMA rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX or non Remote Call Forward) offering. An end user may retain his

phone number assignment when moving from one rate center to another by receiving tariffed FX or tariffed Remote Call Forward service from his new service provider. The terms "FX" or "Remote Call Forward" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" or "Remote Call Forward" in the Compensation attachment which refers to number assignments and moves outside of a mandatory local calling area.

1.6.2 Telephone numbers in the following AT&T OKLAHOMA NXXs shall not be ported: AT&T OKLAHOMA Official Communications Services (OCS) NXXs; and 555, 976, 950.

1.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

1.7 Service Descriptions

1.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the LNP database to determine whether or not the called number is ported.

1.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

1.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-LNP environment.

1.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

1.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

1.8 Pricing

1.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T OKLAHOMA may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

2. MASS CALLING CODES

2.1 General Terms and Conditions

2.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T OKLAHOMA in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the LNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

2.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T OKLAHOMA will provide mass calling code portability using a non-LRN solution.

2.2 Service Provided

2.2.1 AT&T OKLAHOMA will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the AT&T OKLAHOMA mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T OKLAHOMA mass calling tandem mass calling hub.

The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T OKLAHOMA choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 2.2.2 When a CLEC requests that a AT&T OKLAHOMA number with a mass calling NXX code be ported to its network, AT&T OKLAHOMA will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

2.3 Obligations of AT&T OKLAHOMA

- 2.3.1 AT&T OKLAHOMA will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the AT&T OKLAHOMA CSO rather than STP queries to the LNP database. This method of porting mass call numbers will be used during both INP and LNP period in each market.

- 2.3.2 AT&T OKLAHOMA will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, AT&T OKLAHOMA shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

2.4 Obligations of CLEC

- 2.4.1 CLEC shall agree to adhere to AT&T OKLAHOMA LSR format and mass calling due date intervals.

- 2.4.2 The CLEC shall provide the facility and DID trunk group from the AT&T OKLAHOMA CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

- 2.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

2.5 CLEC Mass Calling Codes

- 2.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a AT&T OKLAHOMA mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from AT&T OKLAHOMA's tandem and/or mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide AT&T OKLAHOMA notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, see Appendix ITR.

- 2.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where AT&T OKLAHOMA and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

3. SPNP QUERY SERVICE

- 3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, AT&T OKLAHOMA will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, AT&T OKLAHOMA will charge and CLEC agrees to pay the default queries charges set forth in:
 - 3.2.1 Section 34 of the FCC No. 73 Access Services Tariff.
- 3.3 AT&T OKLAHOMA provides CLECs the optional use of the AT&T OKLAHOMA LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, AT&T OKLAHOMA shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T OKLAHOMA's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.4 When purchasing the SPNP Query Service - Database, CLEC will access AT&T OKLAHOMA's facilities via an SS7 link to the AT&T OKLAHOMA STP.
- 3.5 When purchasing the SPNP Query Service - Database, CLEC will advise AT&T OKLAHOMA of the entry point(s) of queries to the AT&T OKLAHOMA network and provide a query forecast for each entry point.

4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 4.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Attachment 15: E911 sets forth the terms and conditions under which AT&T OKLAHOMA will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1. DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 1.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 1.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 1.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 1.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 1.6 E911 Customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 1.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 1.9 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 1.10 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 1.11 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.12 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 1.13 ALI Database - A database which stores information associated with end user customers' telephone numbers.

2. AT&T OKLAHOMA RESPONSIBILITIES

- 2.1 AT&T OKLAHOMA will provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when AT&T OKLAHOMA is the 911 Service Provider. AT&T OKLAHOMA shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and AT&T OKLAHOMA is the 911 Service Provider. This shall include the following:
 - 2.2 Call Routing
 - 2.2.1 AT&T OKLAHOMA will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 2.2.2 AT&T OKLAHOMA will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T OKLAHOMA will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, AT&T OKLAHOMA will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
 - 2.3 Facilities and Trunking
 - 2.3.1 AT&T OKLAHOMA shall provide and maintain sufficient dedicated E911 trunks from the AT&T OKLAHOMA SR to the PSAP of the E911 Customer, according to provisions of the Oklahoma Corporation Commission, and documented specifications of the E911 Customer.
 - 2.3.2 AT&T OKLAHOMA will provide facilities to interconnect the CLEC, as specified in the State Access Tariff. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.
 - 2.3.3 Upon written request by CLEC, AT&T OKLAHOMA shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
 - 2.3.4 AT&T OKLAHOMA and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T OKLAHOMA SR(s).
 - 2.4 Database
 - 2.4.1 Where AT&T OKLAHOMA manages the E911 database, AT&T OKLAHOMA shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

- 2.4.2 AT&T OKLAHOMA shall coordinate access to the AT&T OKLAHOMA E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
- 2.4.3 AT&T OKLAHOMA ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 2.4.4 AT&T OKLAHOMA will update CLEC's End User 911 Records in the E911 DBMS. AT&T OKLAHOMA will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
- 2.4.5 Where AT&T OKLAHOMA manages the DBMS, AT&T OKLAHOMA shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider.
- 2.4.6 Where AT&T OKLAHOMA manages the DBMS, AT&T OKLAHOMA shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3. CLEC RESPONSIBILITIES

3.1 Call Routing

- 3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T OKLAHOMA SR office of the E911 system, where AT&T OKLAHOMA is the 911 Service Provider.
- 3.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T OKLAHOMA 911 Selective Router.

3.2 Facilities and Trunking

- 3.2.1 CLEC shall provide interconnection with each AT&T OKLAHOMA 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 3.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each AT&T OKLAHOMA 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AT&T OKLAHOMA SR.
- 3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AT&T OKLAHOMA 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T OKLAHOMA 911 SR.
- 3.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

- 3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from AT&T OKLAHOMA.
- 3.2.9 CLEC will cooperate with AT&T OKLAHOMA to promptly test all 911 trunks and facilities between CLEC's network and the AT&T OKLAHOMA 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AT&T OKLAHOMA will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising AT&T OKLAHOMA of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T OKLAHOMA of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T OKLAHOMA will refer network trouble to CLEC if no defect is found in AT&T OKLAHOMA' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.3 Database

- 3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T OKLAHOMA for inclusion in AT&T OKLAHOMA' DBMS on a timely basis. AT&T OKLAHOMA and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 3.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 3.3.4 CLEC is responsible for providing AT&T OKLAHOMA updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T OKLAHOMA 911 DBMS.
- 3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

- 3.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

4. RESPONSIBILITIES OF BOTH PARTIES

- 4.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated AT&T OKLAHOMA 911 Selective Router(s).

5. METHODS AND PRACTICES

- 5.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, an (iii) the principles expressed in the recommended standards published by NENA

6. CONTINGENCY

- 6.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 6.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T OKLAHOMA and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T OKLAHOMA not later than forty-five (45) days from the date CLEC intends to pass live traffic to serve a particular rate center in which CLEC is authorized to provide local telephone exchange service. AT&T OKLAHOMA shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than fifteen (15) days after receipt of Exhibit I from CLEC.
- 6.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T OKLAHOMA prior to use of CLEC's E911 connection for actual emergency calls.
- 6.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 6.5 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

AT&T OKLAHOMA representative:

911 Account Manager
4 Bell Plaza, 21st Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

- 6.6 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

7. BASIS OF COMPENSATION

- 7.1 Compensation to AT&T OKLAHOMA for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 7.2 Charges will begin on the date connection to E911 service commences.

8. MONTHLY BILLING

- 8.1 AT&T OKLAHOMA will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 7 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

9. LIABILITY

- 9.1 AT&T OKLAHOMA liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T OKLAHOMA shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T OKLAHOMA has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AT&T OKLAHOMA, CLEC shall not be liable to AT&T OKLAHOMA, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T OKLAHOMA until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless AT&T OKLAHOMA from any and all Loss arising out of AT&T OKLAHOMA provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T OKLAHOMA.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless AT&T OKLAHOMA from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T OKLAHOMA.

Addendum I to Attachment 15: E911

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID			
			Trunk ACTL CLLI	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		"Connect Signal" Digits	
	Rate Center(s):		1 - 1	# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	
				SS7 Point Code
SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <small>(see legend below)</small>
CLLI Code:		Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR			
# of 9-1-1 Trunks for LSP:				
MSAG Update Interval:	Monthly			
ALI Database Provider:				
ACCOUNT MANAGER:				
LOG NUMBER				
FOOTNOTES: (1)	Mechanized copy of MSAG is provided when SBC is the ALI database provider.			
(2)				
(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.			
"TYPE of AGENCY" LEGEND:				Prepared by:
HRC = Home Rule City				
ECD = Emergency Communications District				voice
COG = Council of Governments or Regional Planning Commission				fax
(blank) = (blank space for use as needed to define another agency type)				email
STATUS of EXHIBIT:				Date Prepared

ADDENDUM II - BASIS OF COMPENSATION

This Addendum II is attached to and made a part of Attachment 15: E911.

A. The following trunk charges will be paid to AT&T OKLAHOMA for each E911 control office to which CLEC connects.

<u>Trunk Charge</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
Channel (Each)	\$33.22 per trunk	\$110.00 per trunk

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1. PROTECTION OF SERVICE AND PROPERTY

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, AT&T OKLAHOMA agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent AT&T OKLAHOMA provides this protection to its own facilities. AT&T OKLAHOMA will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by AT&T OKLAHOMA.
- 1.3 AT&T OKLAHOMA will follow mutually agreed upon notification procedures in the event it becomes necessary for a AT&T OKLAHOMA employee to enter into the exclusive CLEC collocated space except in an emergency situation in which AT&T OKLAHOMA will immediately have the ability to enter into CLEC's collocated space notifying CLEC as soon as possible.
- 1.4 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.
- 1.5 Allowing CLEC, where CLEC is Physically collocated, to inspect or observe spaces which house or contain CLEC's equipment or equipment enclosures after such time as AT&T OKLAHOMA has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as AT&T OKLAHOMA provides to itself.
- 1.8 Limiting the keys used in AT&T OKLAHOMA's keying systems for cages which contain or house CLEC's equipment or equipment enclosures to AT&T's employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. AT&T OKLAHOMA will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by AT&T OKLAHOMA.
- 1.9 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.
- 1.11 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which AT&T OKLAHOMA is aware.

1.12 CLEC and AT&T OKLAHOMA further agree to:

1.12.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.

1.12.2 Installing Controls:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and
- to databases to ensure both ongoing operational and update integrity.

1.12.3 Logical Security

- assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
- agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

2. REVENUE PROTECTION

2.1 AT&T OKLAHOMA will make available to CLEC to the extent that AT&T OKLAHOMA provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. 2.2 AT&T OKLAHOMA will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

2.3 AT&T OKLAHOMA will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3. LAW ENFORCEMENT INTERFACE

3.1 AT&T OKLAHOMA will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. AT&T OKLAHOMA will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. AT&T OKLAHOMA will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17: PERFORMANCE MEASUREMENTS

This Attachment 17: Performance Measurements sets forth the terms and conditions under which AT&T OKLAHOMA will report performance to CLEC and compare that performance to AT&T OKLAHOMA's own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1. AT&T Oklahoma agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. AT&T OKLAHOMA will collect, analyze, and report performance data for these measures in accordance with AT&T OKLAHOMA's Performance Measurement Business Rules, as approved by the Corporation Commission of Oklahoma (the "Commission" or "OCC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.
2. For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both AT&T OKLAHOMA (or its affiliate purchasing the same service from AT&T under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan Agreement.
3. A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with AT&T OKLAHOMA, other CLECs, and Commission representatives.
 - 3.1 As provided in the Performance Remedy Plan Agreement, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by AT&T Oklahoma and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan Agreement. Except as otherwise provided in the Performance Remedy Plan Agreement, neither Party shall have a right to seek Oklahoma Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
 - 3.2 CLEC and AT&T OKLAHOMA will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then AT&T OKLAHOMA will allow CLEC to have an independent audit conducted, at CLEC's expense, of AT&T OKLAHOMA's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, AT&T OKLAHOMA shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.
4. **GENERAL ASSESSMENTS PAYABLE TO THE OKLAHOMA STATE TREASURY**
 - 4.1 If AT&T OKLAHOMA fails to submit performance reports by the last business day of the month, the following assessments apply unless excused for good cause by the Commission:
If no reports are filed, \$5,000 per day past the last business day of the month;
If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.

- 4.2 If AT&T OKLAHOMA alters previously reported data to a CLEC, and after discussions with AT&T OKLAHOMA the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."
- 4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5. REPORTS

- 5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will include individual CLEC data, aggregate CLEC data, and AT&T OKLAHOMA's state aggregate data.
- 5.2 In the event AT&T OKLAHOMA misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, AT&T OKLAHOMA shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of AT&T OKLAHOMA processes, to the extent appropriate.
- 5.3 AT&T Oklahoma will not levy a separate charge for provision of the data to CLEC called for under this Attachment. AT&T Oklahoma will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6. ATTACHED HERETO, AND INCORPORATED HEREIN BY REFERENCE, ARE THE FOLLOWING APPENDICES:

- Appendix 1: Performance Measurement Business Rules (Version 4.0)

APPENDIX PERFORMANCE MEASUREMENTS BUSINESS RULES

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
AT&T will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and AT&T or its affiliates (or AT&T acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement	
Percent Responses Received within "X" seconds – OSS Interfaces	
Definition:	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the AT&T Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the AT&T Pre-Order Adapter and stops at the date/time the AT&T Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.	
For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the AT&T Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from AT&T Pre-Order Adapter and the end time is when the message is sent to the CLEC.	

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.	
No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)	
All measurements below will be reported on a diagnostic basis.	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement
OSS Defects Per Million Opportunities (DPMO)
Definition:
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability
Exclusions:
<ul style="list-style-type: none"> • Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with AT&T Southwest's change management process • Undetected Interface outages reported by a CLEC that were not reported to AT&T Southwest's designated trouble reporting center within 5 business days

Business Rules:	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which AT&T Southwest plans to offer and support CLEC access to AT&T Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the AT&T Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>AT&T will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. AT&T Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • AT&T Southwest RAF (by CLEC) = 5000 DPMO • AT&T Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
<p>For LSRs</p> <ul style="list-style-type: none"> • Rejected (manual and electronic) LSRs. • AT&T only Disconnect orders. • Services ordered out of the Access Tariff • Interconnection Orders • Unbundled Dedicated Transport Orders <p>For ASRs</p> <ul style="list-style-type: none"> • All LSRs • Access Orders purchased from SBC tariffs • Rejected (manual and electronic) ASRs • AT&T Only disconnect Orders
Business Rules:
FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day.

Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will

establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and AT&T affiliate where applicable (or AT&T acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	
1. Electronic/Electronic LSRs 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49) E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49) F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days C. 1 business days D. Negotiated Interval (Critical Z does not apply)

7.1 Measurement

Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business Day	
Exclusions:	
Exclude Weekends And Holidays	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and AT&T Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR
Definition:
Percent mechanized rejects returned within one hour of the receipt of the LSR
Exclusions:
For manual rejects received electronically only, rejects of LSRs received through manual process.
Business Rules:
<u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.
<u>Manual Rejects Received Electronically</u> The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.
<u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document

on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Manual Rejects Received Electronically

The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.

The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time.

Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and AT&T affiliate, by state.
Disaggregations and Benchmark:	
1. Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:
Percentage of Orders that receive AT&T-caused Jeopardy Notifications
Definition:
Percentage of total orders received electronically via LEX/EDI and processed for which AT&T notifies the CLEC that an order is in jeopardy of meeting the due date, due to AT&T cause.
Exclusions:
N and D service orders
Business Rules:
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where AT&T identifies the potential for not meeting the scheduled due date (LOF or additional information).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Calculation:
Report Structure:

(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other AT&T caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, AT&T Local Responses, Local Response Jeopardy, RCODE – Reason Code.. 	Diagnostic

11.2 Measurement:
Average AT&T-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time AT&T issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, AT&T will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on AT&T's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
<ul style="list-style-type: none"> • N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that AT&T issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses AT&T systems using a Service Bureau Provider, the measurement of AT&T's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies <ul style="list-style-type: none"> POTS (includes the following): <ul style="list-style-type: none"> • 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) • 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) • 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access • UNE Platform – POTS

<p>UNE SPECIALS or Designed Services (includes the following):</p> <ul style="list-style-type: none"> • BRI Loop with Test Access • ISDN BRI Port • DS1 Loop with Test Access • DS1 Dedicated Transport • Subtending Channel (23B) • Subtending Channel (1D) • Analog Trunk Port • Subtending Digital Direct Combination Trunks • DS3 Dedicated Transport • Dark Fiber • DSL Loops – Line Sharing • DSL Loops – Non-Line Sharing • DSL Loops - Line Splitting • UNE-Platform-Specials <ul style="list-style-type: none"> • Other AT&T caused Jeopardies • CLEC/EU caused Jeopardies 	
Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and AT&T affiliate by state.
Benchmark:	
<p>Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other AT&T caused – 1 day</p> <p>Diagnostic only</p>	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> • Cancelled Orders • Rejected orders due to CLEC caused errors 	
Business Rules:	
<p>This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. AT&T commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer.</p> <p>AT&T Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.</p>	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and AT&T, by state.

Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: AT&T will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses AT&T's systems using a Service Bureau Provider, the measurement of AT&T's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and AT&T Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through AT&T ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> Excludes rejected orders Manually received orders 	
Business Rules:	
The number of eligible orders that flow through AT&T's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by AT&T and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and AT&T and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through AT&T's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> • LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which AT&T returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> • LSRs for which AT&T returns a manually generated reject, order confirmation, or jeopardy notification, • LSRs for which AT&T internal service orders are not electronically generated or as to which any manual entry is made on associated AT&T internal service orders, • LSRs with any associated service orders that do not distribute out of AT&T's SORD system without fall out or manual processing, • LSRs with any associated service orders that do not update databases without fall out or manual processing, • LSRs which result in any manual AIN trigger setting or manual switch translation work, • LSRs with any associated service orders that do not successfully post to each AT&T back end billing systems without fall out or manual processing including error resolution. 	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, AT&T and AT&T Affiliates by state.
Disaggregations and Benchmarks:	
AT&T will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2New Measurement
Billing Completion Notices
Definition:
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.
Exclusions:
<ul style="list-style-type: none"> • Access Service Orders billed through CABS • Interconnection Trunk Orders • T-Orders when dual service is involved • Weekends and Holidays

Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By AT&T LSC	Parity with AT&T RSC / BSC

22.1 Measurement:	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the AT&T region.	
Exclusions:	
<ul style="list-style-type: none"> • Weekends • Holidays • Outside normal business hours 	

Business Rules:	
The clock starts when a call enters the queue and the clock stops when a AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the AT&T representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
Disaggregations and Benchmarks:	
None	Less than 120 seconds. Critical-Z does not apply.

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when the AT&T representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T call management system queue until the CLEC customer call is transferred to AT&T personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and AT&T Retail Repair Bureau (CSB) for maintenance calls by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588) (The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)	<ul style="list-style-type: none"> • Parity with AT&T CSB • 90% within 20 seconds (Critical Z does not Apply) • 90% within 20 seconds (Critical Z does not Apply)

D. Provisioning

28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
Definition:
POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone Measure of orders (circuits for specials) completed within the customer requested due date when that date

is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by AT&T.

Interconnection Trunks

Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T.

Exclusions:

- Excludes customer caused misses (e.g., customer not ready, construction not complete).
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.
- Excludes circuits requested for less than the standard offered interval unless agreed to by AT&T
- NPAC caused delays unless caused by AT&T (LNP only)

Business Rules:

POTS/UNE-P

The clock starts on the Application Date, which is the day that AT&T receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that AT&T personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by AT&T. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the AT&T agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by AT&T.

AT&T will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Specials

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that AT&T personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by AT&T. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that AT&T personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account

<p>for different measurement standards based on the number of circuits per order.</p> <p>LNP Standalone</p> <p>Industry guidelines for due dates for LNP are as follows:</p> <ul style="list-style-type: none"> • For Offices in which NXXs are previously opened – 3 Business Days. • New NXX – 5 Business days on LNP capable NXX. <p>The above-noted due dates are from the date of the FOC receipt.</p> <p>For partial LNP conversions that require restructuring of customer account:</p> <ul style="list-style-type: none"> • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated. <p>Interconnection Trunks</p> <p>AT&T will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.</p>	
Calculation:	Report Structure:
<p>POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100</p> <p>LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100</p> <p>Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by AT&T ÷ total trunk circuits completed) * 100</p>	<p>Reported for CLEC, all CLECs and AT&T by state.</p>

Disaggregations and Benchmarks:	
<u>POTS</u>	
1. Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types)
2. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	2. Resale POTS parity between No Field Work compared to AT&T Retail No Field Work (N, T, C order types).
3. UNE-P -Field Work (FW)	3. UNE-P Parity between Field Work compared to AT&T Retail Field Work (N, T, C order types)
4. UNE -P - No Field Work (NFW)	4. UNE-P Parity between No Field Work compared to AT&T Retail No Field Work. (N, T, C order types).
5. 8.0dB Loops (standalone and loop with LNP)	5. 95%
<u>Resale Specials/UNE</u>	
6. DS0 (DDS, VGPL, 5 db loops, switch ports)	6. 95%
7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	7. 95% in five days (Critical Z does not apply)
8. ISDN & BRI (resale, loops and ports)	8. 95%
9. DSL and Line Splitting	9. 95%
10. Line Sharing and IDSL)	10. 95%
11. EELS – DSO	11. 90%(5 days), 92% in 6 months, 95% in a year
12. EELS – DS1	12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)
13. Interconnection trunks	13. 95%
14. <u>LNP only:</u> NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	14. 96.5%

30. Measurement (PM 30 Combined with PM 60)
Percent AT&T Missed Due Dates Due To Lack of Facilities
Definition:
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.
<u>UNEs</u> Percentage of UNEs circuits with missed committed due dates due to lack of facilities.
Exclusions:
<ul style="list-style-type: none"> • Excludes orders that are not N, T, or C. • Interconnection Trunks.

Business Rules:	
<p>POTS/UNE-P – The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity.</p> <p>UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.</p> <p>Specials – The Due Date starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.</p> <p>UNEs/EELS – Any completion date that is greater than the due date with a AT&T lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.</p>	
Calculation:	Report Structure:
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and AT&T Retail for POTS. By state.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> 1. POTS- Field Work (FW) <ul style="list-style-type: none"> - Bus Class of Svc - Res Class of Svc 2. UNE-P - Field Work (FW) 3. 8.0dB Loops <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> 4. DS0 (DDS, VGPL, switch ports) 5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops, and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 	<ol style="list-style-type: none"> 1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) 2. UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types) 3. Compared to Business Retail POTS and Residence Retail POTS Combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5% 9. 5% 10. 8%, 4% in 6 months (Critical Z does not apply) <p>Note: Comparisons are used for Diagnostic purposes only.</p>

32. Measurement (PM 32 Combined with PM 62 and PM 74)	
Average Delay Days For AT&T Caused Missed Due Dates.	
Definition:	
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.	
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).	
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T to completion date on company missed interconnection trunk orders.	
Exclusions:	
<ul style="list-style-type: none"> Excludes orders that are not N, T, or C. <p>For Specials/UNEs/Interconnection Trunks Only:</p> <ul style="list-style-type: none"> Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by AT&T. 	
Business Rules:	
<p>Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by AT&T which is the due date reflected on the FOC. The Completion Date is the day that AT&T personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.</p> <p>Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.</p> <p>UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by AT&T, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.</p> <p>Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by AT&T. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.</p>	
Calculation:	Report Structure:
$\frac{\sum(\text{Completion date} - \text{orders/committed circuits due date})}{\text{total \# of completed orders/posted circuits with a AT\&T caused missed due date}}$	Reported for CLEC, all CLECs and AT&T, by state.

Disaggregations and Benchmarks:		
POTS		
1. Field Work (FW)	- Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, C order types).
No Field Work (NFW)	- Bus Class of Svc - Res Class of Svc	
2. UNE-P		2. UNE-P Parity between Field Work compared to AT&T Field Work (N, T, C order types) and No Field Work compared to AT&T Retail No Field Work. (N, T, C order types).
Field Work (FW)		
No Field Work (NFW)		
3. 8.0dB Loops – FW		3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
8.0dB Loops – NFW		
<u>Resale Specials/UNEs:</u>		
4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)		4. 6 days
5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)		5. 6 days (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)		6. 5 days
7. DSL and Line Splitting		7. 6 days
8. Line Sharing and IDSL		8. 6 days
9. EELS – DS0		9. 6 days
10. EELS – DS1		10. 6 days (Critical Z does not apply)
11. Interconnection Trunks		11. Parity with AT&T Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)
Percent Trouble Report Within X Days (I-10 / I-30) of Installation
Definition:
Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.
Percentage of UNEs that receive a customer trouble report within "X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.
Exclusions:
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational. • Excludes trouble report received on the due date before service order completion. • Interconnection Trunks • Loops without test access - BRI • Orders that are not N, T, or C. • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.

<ul style="list-style-type: none"> • Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC. • UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date. • Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and AT&T due to CLEC reasons on the due date. • CLEC-caused errors. • NPAC-caused errors unless caused by AT&T. • Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
<p>POTS/UNE-P Includes reports received the day after AT&T personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.</p>	
<p>Resale specials A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. . The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.</p>	
<p>UNES/EELS A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.</p>	
Calculation:	Report Structure:
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service 2. UNE-P	1. Resale POTS parity between Field Work compared to AT&T Field Work (N, T, and C order types) and No Field Work compared to AT&T Retail No Field Work (N, T, and C order types). 2. UNE-P

New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW)	Parity between Field Work New and Move orders compared to AT&T Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to AT&T Field Work Change orders. Parity between No Field Work New and Move orders compared to AT&T Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to AT&T Retail No Field Work Change orders.
3. 8.0dB Loop	3. Compared to Retail POTS Business and Retail POTS Residence combined
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	4. 5%
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 5%
8. Line Sharing and IDSL	8. 5%
9. EELS – DS0	9. 8%, 5% in 6 months
10. EELS – DS1	10. 8%, 5% in 6 months (Critical Z does not apply)
11. Stand Alone LNP	11. Parity with AT&T Retail POTS – No Field Work

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in AT&T's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by AT&T. • Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in AT&T's LSMS. The End time is when the Provisioning event is successfully completed in AT&T's network as reflected in AT&T's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations) * 100.	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
None	96.5% Critical z-value does not apply

E. Maintenance

37.1 Measurement (PM 37.1 Combined with PM 65.1)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring. <ul style="list-style-type: none"> • CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services. • Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs. • Excludes BRI loops without test access • Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble. • Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. • UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and AT&T due to CLEC reasons on the due date 	
Business Rules:	
<u>POTS/UNE-P</u> CLEC and AT&T repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u> Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	Report Structure:
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷ 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
1. POTS Business class of service Residence class of service	1. POTS- Parity with AT&T retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%

7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • No Access and delayed maintenance for UNE loops. • Specials and Interconnection Trunks • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only) 	
Business Rules:	
<u>POTS/UNE-P</u>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that AT&T personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u>	
The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmark:	
<ol style="list-style-type: none"> POTS - Residence <ul style="list-style-type: none"> • Dispatch • No Dispatch POTS - Business <ul style="list-style-type: none"> • Dispatch • No Dispatch UNE-P <ul style="list-style-type: none"> • Dispatch • No Dispatch 8.0dB Loops 	<ol style="list-style-type: none"> POTS - Parity with AT&T Retail UNE-P – Parity with AT&T Retail POTS Business and Residence combined Compared to AT&T Retail POTS business and residence combined

39. Measurement (PM 39 Combines with PM 67 and PM 76)
Mean time to restore / Average Trunk Restoration Interval
Definition:
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.
<u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.
Exclusions:
<ul style="list-style-type: none"> • Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • Exclude Tickets where the CLEC did not take the first available commitment time until AT&T has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005). • Exclude Vendor meets • No Access Time • Delayed Maintenance Time • Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS) • Exclude Loops without test access – BRI • DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. • Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC
Business Rules:
<u>POTS and UNE-Ps</u> The clock starts on the date and time AT&T receives a trouble report. The clock stops on the date and time that AT&T personnel clear the repair activity and complete the trouble report.
<u>Specials</u> The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.
<u>UNES/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.
<u>Interconnection Trunks</u> The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when AT&T notifies the CLEC of service restoral.

Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time AT\&T clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})] \div \text{Total network customer trouble reports}}{\text{Total trunk outage duration} \div \text{total trunk trouble reports}}$	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> 1. <u>POTS</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence - Business 2. <u>UNE-P</u> <ul style="list-style-type: none"> - Affecting Service - Out of Service <ul style="list-style-type: none"> - Dispatch - No Dispatch <ul style="list-style-type: none"> - Residence UNE-P - Business UNE-P 3. <u>8.0dB Loops</u> <ul style="list-style-type: none"> - Dispatch - No Dispatch <p><u>Specials Resale/UNE</u></p> <ol style="list-style-type: none"> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport) 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interoffice Trunks 	<ol style="list-style-type: none"> 1. POTS – Parity with AT&T Retail 2. UNE-P residence – Parity with AT&T Retail Residence UNE-P Business – Parity with AT&T Retail Business 3. Compared to business and residence combined 4. 12 hours 5. 4.5 hours (Critical Z does not apply) 6. 12 hours 7. 7.5 hours 8. 7.5 hours 9. 12 hours 10. 4.5 (Critical Z does not apply) 11. Parity with AT&T Interoffice Trunking Network

40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Excludes reports marked as "No Access" to customer premises. Excludes Affecting Service reports. 	
Business Rules:	
Customer trouble reports are cleared within 24 hours when:	
<ul style="list-style-type: none"> The customer report is received Monday through Friday cleared within 24 hours. The customer report is received Saturday and cleared within 48 hours. The customer report is received Sunday and cleared before midnight Monday. Holidays are excluded. 	
Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
1. <u>POTS</u> <ul style="list-style-type: none"> Business class of service Residence class of service 2. <u>UNE-P</u>	1. POTS – Parity with AT&T 2. UNE-P - Parity with AT&T Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

41. Measurement (PM 41 Combined with PM 69)	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNES.	
Exclusions:	
<ul style="list-style-type: none"> Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. Interconnection Trunks Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational Loops without test access – BRI <ul style="list-style-type: none"> DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble. Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	

Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and AT&T, by market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
<ol style="list-style-type: none"> 1. <u>POTS</u> <ul style="list-style-type: none"> - <u>Residence</u> - <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u> <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 	<ol style="list-style-type: none"> 1. Parity With AT&T Retail POTS 2. Parity with AT&T Retail Pots Business and Residence Combined 3. Compared to AT&T Retail POTS business and residence combined 4. 10% 5. 15% 10% 6 months (Critical Z does not apply) 6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:
Percentage of Trunk Blockage
Definition:
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from AT&T end office to CLEC end office and from AT&T tandem to CLEC end office.
Exclusions:
<ul style="list-style-type: none"> • Excludes Weekends and Holidays • CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. • Blocking caused by unplanned load on a CLECs network • AT&T is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from AT&T on the due date or CLEC has no facilities or equipment at CLEC end.

<ul style="list-style-type: none"> • CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by AT&T or in the timeframe specified in the InterConnection Agreement (ICA). • If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by AT&T or in the time frame specified in the ICA. • If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. • If a CLEC's actual trunk usage as shown by AT&T from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. • New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG. <p>The exclusions do not apply if AT&T fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if AT&T refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.</p>	
Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
Calculation:	Report Structure:
$((\text{Count of blocked calls} - \text{excluded blocked calls}) \div \text{total calls offered} - \text{excluded blocked calls}) * 100$	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • AT&T end office to CLEC end office • AT&T tandem to end office trunk 	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Calculation:	Report Structure:
$(\text{Number of common transport trunk groups exceeding 2\%, 1\% blocking} \div \text{total common transport trunk groups}) * 100.$	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Common trunk groups where CLECs share ILEC trunks • Common trunk groups for CLECs not shared by ILEC 	<ul style="list-style-type: none"> • 3% of AT&T common transport trunk groups not to exceed 2% blocking • 3% of AT&T common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses • Excludes any incremental days attributable to the CLEC after the initial AT&T caused delay. 	
Business Rules:	
<p>The Customer Desired Due Date or the 21st business day after the interconnection trunk order is received by AT&T, whichever is greater, starts the clock. The Completion Date is the day that AT&T personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and AT&T by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Interconnection Trunks by 30, 60 and 90 days 	Parity with AT&T interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

G. 911

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of AT&T caused missed due dates for collocation projects.	
Exclusions:	
<ul style="list-style-type: none"> Exclude any applications rejected for non-payment within the times requested under tariff Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, AT&T- will exclude the job from reporting. 	
Business Rules:	
<p>The clock starts when AT&T receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once AT&T provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies AT&T of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for AT&T to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by AT&T and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from AT&T notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by AT&T for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> CLEC return to AT&T corrected and complete floor plan drawings. CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, AT&T will bring these forward for discussion at the next 6-month review.</p>	
Calculation:	Report Structure:
(count of number of AT&T caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and AT&T affiliate, by state
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> New Augments <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Oklahoma Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

I. Coordinated Conversions

115.2. Measurement	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow AT&T the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time. • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Excludes Non-Measured reports (CPE, Interexchange, and Informational). • Reports for which the trouble is attributable to the AT&T network (unless AT&T had knowledge of the trouble prior to the due date). • Excludes no access to the end user's location. 	
Business Rules:	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time AT&T begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by AT&T within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
Calculation:	Report Structure:
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop) • Defined Batch Process • Bulk Batch Process 	2% 2% 2%

J. NXX

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
<ul style="list-style-type: none"> • Requests from CLECs where no signed Interconnection Agreement exists • Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX • Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX 	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	

Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and AT&T, by state.
Disaggregations and Benchmarks:	
• None	Parity

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when AT&T receives the application. The clock stops when AT&T responds with the preliminary analysis or denial notification.	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and AT&T affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T or receive back from AT&T order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.	

AT&T cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. AT&T will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:

- UNE-P
- UNE Loop
- DSL Capable Loops
- DSL with Line Sharing
- LNP only

In this case, AT&T will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.

Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • None 	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10	3
	11 – 20	7
	21+	10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20	25Negotiate
	21+	
DSL with Line Splitting	1 – 20	5
	21+	Negotiate
EELS	1 – 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING INFORMATION

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions for which the applicable AT&T Inc. (AT&T) agrees to license its Directory Assistance Listing Information to CLEC.

1. INTRODUCTION

- 1.1 AT&T OKLAHOMA owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 CLEC, or its agent, wishes to provide DA service to CLEC's End Users, and therefore, wishes to load its database with directory assistance listings contained in AT&T OKLAHOMA's DA database.
- 1.3 Inasmuch as AT&T OKLAHOMA provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T OKLAHOMA's database also contains directory assistance listing information for other ILEC and CLEC End Users.

2. SERVICE PROVIDED

- 2.1 AT&T OKLAHOMA agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.1 AT&T OKLAHOMA shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.2 AT&T OKLAHOMA shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T OKLAHOMA will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC may use the directory assistance listing 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 directory assistance listings.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4. ASSIGNMENT

- 4.1 The directory assistance listings provided by AT&T OKLAHOMA shall remain the property of AT&T OKLAHOMA. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

5. SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS

- 5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA subcontractor in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

6. TERM OF APPENDIX

- 6.1 AT&T OKLAHOMA will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

7. LIABILITY

- 7.1 AT&T OKLAHOMA makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. AT&T OKLAHOMA makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 7.2 CLEC hereby releases AT&T OKLAHOMA from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8. PRICING

- 8.1 The prices at which AT&T OKLAHOMA agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth AT&T OKLAHOMA's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1. INTRODUCTION

- 1.1 AT&T OKLAHOMA publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate AT&T OKLAHOMA White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 AT&T OKLAHOMA will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2. SERVICE PROVIDED

- 2.1 Subject to AT&T OKLAHOMA's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T OKLAHOMA will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and AT&T OKLAHOMA's practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T OKLAHOMA's listings database, CLEC will receive for its End User, one primary listing in AT&T OKLAHOMA's White Pages directory and a listing in AT&T OKLAHOMA's directory assistance database.
 - 2.1.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T OKLAHOMA will assess CLEC a monthly charge for such listings at AT&T OKLAHOMA tariff rates. An additional monthly charge at AT&T OKLAHOMA's tariff rate applies when CLEC wishes to list an End User in AT&T OKLAHOMA's Directory Assistance database but does not wish to have its End User listed in AT&T OKLAHOMA's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T OKLAHOMA's White Pages directory for a monthly charge at AT&T OKLAHOMA's tariff rate for those non-published, non-listed services.
 - 2.1.1.1 Switched-based CLECs are billed at the retail tariff rates for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service CLECs will be notified via Accessible Letter should the billing process change.
- 2.2 CLEC will furnish to AT&T OKLAHOMA subscriber listing information pertaining to all CLEC end users located within the local directory scope, along with such additional information as AT&T OKLAHOMA may require to prepare and print the alphabetical listings of said directory.
- 2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T OKLAHOMA via a mechanical or manual feed of the directory listing information to AT&T OKLAHOMA's Directory Listing database. AT&T OKLAHOMA will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings are to be interfiled (interspersed) in the directory among AT&T OKLAHOMA'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 Directory

- Assistance database or the directory listing of a CLEC End Users. CLEC must submit all listing information intended for publication by the directory close date.
- 2.4 AT&T OKLAHOMA will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, AT&T OKLAHOMA will provide daily electronic directory listing verification via AT&T OKLAHOMA's White Page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, AT&T OKLAHOMA will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. AT&T OKLAHOMA will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to AT&T OKLAHOMA via the appropriate directory listing correction process no less than thirty (30) days prior to the AT&T OKLAHOMA Business Office Close date for that directory, provided that AT&T OKLAHOMA made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. AT&T OKLAHOMA will provide directory schedule updates, including the directory schedule for a new calendar year, not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T OKLAHOMA's White Pages directory in the same manner and at the same time that they are delivered to AT&T OKLAHOMA subscribers during the annual delivery of newly published directories.
- 2.6.1 AT&T OKLAHOMA will deliver one copy per primary End User listing of AT&T OKLAHOMA's White Pages, as described in Section 2.6 above, at no charge. AT&T OKLAHOMA has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with AT&T OKLAHOMA's directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.7 At its option, CLEC may purchase one (1) information pages (Customer Guide Pages) in the informational section of the AT&T OKLAHOMA White Pages directory covering the geographic area(s) it is serving. This pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than AT&T OKLAHOMA information pages. Sixty (60) calendar days prior to the directory close date, CLEC will provide to AT&T OKLAHOMA the information page(s) in camera ready format. AT&T OKLAHOMA will have the right to approve, and, with CLEC's agreement, AT&T OKLAHOMA may, but is not required to, revise the format and content of such information page(s). See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.8 AT&T OKLAHOMA will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide AT&T OKLAHOMA the information to be published on the information page according to the instructions provided on SBC CLEC Online website (CLEC will be limited to a maximum of one representation in any single edition of a AT&T OKLAHOMA White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T OKLAHOMA agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T OKLAHOMA's subscriber listing information. In exchange for AT&T OKLAHOMA serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T OKLAHOMA to include and use the CLEC subscriber listing information provided to AT&T OKLAHOMA pursuant to this Appendix in AT&T OKLAHOMA's White Pages directory, AT&T OKLAHOMA's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is AT&T OKLAHOMA's use of CLEC's subscriber listing information in AT&T OKLAHOMA's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 AT&T OKLAHOMA further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T OKLAHOMA's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T OKLAHOMA's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T OKLAHOMA.

4. RATES

- 4.1 Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

5. LIABILITY

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

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, AT&T OKLAHOMA operates a Clearinghouse (CH), as described below, for its own behalf and that of participating facility-based LECs and facility-based CLECs; and,

WHEREAS, facility-based CLEC will participate in the CH on the terms set forth herein;

The Parties agree to the following:

1. CLEARINGHOUSE DESCRIPTION

1.1 AT&T OKLAHOMA operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs including AT&T OKLAHOMA and CLEC.

2. QUALIFYING MESSAGE CRITERIA

2.1 The only toll call messages that qualify for submission to AT&T OKLAHOMA for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of AT&T SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

3. RESPONSIBILITIES OF THE PARTIES

3.1 CLEC agrees that it will provide AT&T OKLAHOMA with billing records for CH processing that are in an industry standard format acceptable to AT&T OKLAHOMA and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to AT&T OKLAHOMA's CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to AT&T OKLAHOMA for CH processing, if needed.

3.3 AT&T OKLAHOMA will provide and maintain such systems as it believes are required to furnish the CH service described herein. AT&T OKLAHOMA, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

3.4 CLEC will timely furnish to AT&T OKLAHOMA all CH Records required by AT&T OKLAHOMA to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. AT&T OKLAHOMA will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.

3.5 Presently, in operating the CH, AT&T OKLAHOMA relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

4. PROCESSING CHARGE

4.1 CLEC agrees to pay AT&T OKLAHOMA a processing charge in consideration of AT&T OKLAHOMA's performance of CH services. This charge is per originated CH Record processed on behalf of CLEC identified in Appendix Pricing Schedule.

5. BILLING CHARGE

5.1 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including AT&T OKLAHOMA, when AT&T OKLAHOMA bills the message. This charge is identified in Appendix Pricing Schedule.

6. SETTLEMENT REPORT

6.1 AT&T OKLAHOMA will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

7. RETROACTIVE AND LOST MESSAGES

7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

8. LIMITATION OF LIABILITY

8.1 By agreeing to operate the CH, AT&T OKLAHOMA assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T OKLAHOMA will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T OKLAHOMA may have relied in preparing settlement reports or performing any other act under this Attachment.

8.2 CLEC agrees to indemnify and hold AT&T OKLAHOMA harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T OKLAHOMA's performance of CH processing pursuant to this Attachment.

8.3 AT&T OKLAHOMA will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T OKLAHOMA. Any losses or damage for which AT&T OKLAHOMA is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time AT&T OKLAHOMA receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9. DISCLAIMER OF WARRANTIES

9.1 AT&T OKLAHOMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS

FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED
HEREUNDER. ADDITIONALLY, AT&T OKLAHOMA ASSUMES NO RESPONSIBILITY WITH
REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS
ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1. NUMBERING

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 To the extent AT&T OKLAHOMA serves as Central Office Code Administrator for a given region, AT&T OKLAHOMA will work with CLEC in a neutral and nondiscriminatory manner, consistent with regulatory requirements, regarding CLEC's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines.
- 1.4 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.5 Each Party is responsible to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRRDS) and other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 1.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2. NXX CODES

- 2.1 In those Metropolitan Exchange Areas where CLEC intends to provide local exchange service, CLEC shall obtain a separate NXX code for each AT&T OKLAHOMA exchange or group of exchanges that share a common mandatory calling scope as defined in AT&T OKLAHOMA tariffs. This will enable CLEC and AT&T OKLAHOMA to identify the jurisdictional nature of traffic for intercompany compensation until such time as both parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

3. NXX MIGRATION

- 3.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER," or at a price mutually agreed upon by the parties, if no price exists. Absent a listed price or a mutually agreed upon price, the transfer will not be performed.

ATTACHMENT 22: DA-FACILITIES BASED AT&T OKLAHOMA-PROVIDED DIRECTORY ASSISTANCE

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which AT&T OKLAHOMA agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

1. SERVICES

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current AT&T OKLAHOMA methods and practices or as subsequently modified.
- 1.2 Directory Assistance Call Completion (DACC) service consists of AT&T OKLAHOMA completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. AT&T OKLAHOMA will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 AT&T OKLAHOMA agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to AT&T OKLAHOMA's switch and where CLEC obtains DA service from AT&T OKLAHOMA.
 - 1.3.1 Subsequent to the DA query and release of the DA call to AT&T OKLAHOMA's IVS, AT&T OKLAHOMA will deliver the call with the required signaling and data to CLEC to complete the call.
- 1.4 CLEC commits that AT&T OKLAHOMA's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify AT&T OKLAHOMA from any and all causes of action which may be brought by an alternate operator services provider based on allegations that AT&T OKLAHOMA has interfered with any such contractual arrangement solely by virtue of AT&T OKLAHOMA's provision of DACC to CLEC under this Attachment.
- 1.5 When CLEC uses Directory Assistance Services described above, AT&T OKLAHOMA will charge the prices in the Appendix Pricing Schedule of this Agreement.

2. DEFINITIONS - The following terms are defined as set forth below:

- 2.1 Directory Assistance Services. AT&T OKLAHOMA will provide the following DA Services:
 - 2.1.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
 - 2.1.2 Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
 - 2.1.3 National Directory Assistance (NDA) A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 2.1.4 Reverse Directory Assistance (RDA) An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
 - 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.
 - 2.1.6 Emergency Non-pub Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user

with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party.

- 2.2 Non-List Number - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a AT&T OKLAHOMA DA Operator.
- 2.3 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a AT&T OKLAHOMA DA Operator.
- 2.4 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a AT&T OKLAHOMA DA Operator.
- 2.5 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.6 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

3. CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. AT&T OKLAHOMA will offer Call Branding of DA in the name of CLEC.
 - 3.1.1 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC or CLEC will indicate to AT&T OKLAHOMA that a silent brand should be loaded. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 3.2 AT&T OKLAHOMA Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
 - 3.2.1 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by AT&T OKLAHOMA. If CLEC does not provide the Rate information and branding phrase as required in this Section, AT&T OKLAHOMA will brand the DA service provided to CLEC as AT&T OKLAHOMA DA service
 - 3.2.2 CLEC will inform AT&T OKLAHOMA, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide AT&T OKLAHOMA updated Rate information in advance of when the Rates are to become effective.
 - 3.2.3 In all cases when AT&T OKLAHOMA receives a rate request from an CLEC end user, AT&T OKLAHOMA will quote the Directory Assistance rates provided by CLEC.
 - 3.2.4 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as provided in the Appendix Pricing Schedule of this Agreement.
- 3.3 AT&T OKLAHOMA will brand Directory Assistance and Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all AT&T OKLAHOMA Operator and Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, AT&T OKLAHOMA will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services and directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance and Operator Services for calls that are branded by automated systems until such time as AT&T OKLAHOMA's operator services platforms are capable of

re-branding. The schedule is dependent upon the ability of AT&T OKLAHOMA's vendor to meet its current commitment; however, AT&T OKLAHOMA will use its best efforts to manage the vendor to meet said date.

4. RESPONSIBILITIES OF AT&T OKLAHOMA

- 4.1 AT&T OKLAHOMA will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from AT&T OKLAHOMA.
- 4.2 AT&T OKLAHOMA will provide and maintain its own equipment to furnish DA Services.
- 4.3 AT&T OKLAHOMA will provide DA Service to CLEC customers using current and updated DA records and in accordance with AT&T OKLAHOMA 's current methods, practices, and procedures or as subsequently modified.
- 4.4 AT&T OKLAHOMA will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 AT&T OKLAHOMA will include current CLEC customer listing information in AT&T OKLAHOMA's DA database.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Party(ies) that provide the circuits between CLEC and AT&T OKLAHOMA offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6. RESPONSIBILITIES OF CLEC

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the AT&T OKLAHOMA serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to AT&T OKLAHOMA, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by AT&T OKLAHOMA to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to AT&T OKLAHOMA via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that AT&T OKLAHOMA will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that AT&T OKLAHOMA will be the sole provider of DA for one year from the effective date listed in this Attachment.

7. PRICING

- 7.1 The charges for Directory Assistance are outlined in the Appendix Pricing Schedule.

8. MONTHLY BILLING

- 8.1 AT&T OKLAHOMA will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

8.2 AT&T OKLAHOMA will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

9. LIABILITY

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

ATTACHMENT 23: OS-FACILITIES BASED

AT&T OKLAHOMA-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which AT&T OKLAHOMA agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1. OPERATOR SERVICES

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

2. CALL TYPES - AT&T OKLAHOMA will provide to CLEC the call types in Sections 2.1 through 2.7 below:

- 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
 - 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
 - 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller

agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:

- 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in AT&T OKLAHOMA's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 2.7 Call Branding/Rate Reference - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. AT&T OKLAHOMA will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request.
 - 2.7.1 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 2.8 AT&T OKLAHOMA Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users.

3. OTHER OPERATOR ASSISTANCE SERVICES

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, AT&T OKLAHOMA will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to AT&T OKLAHOMA the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 3.5 The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact AT&T

OKLAHOMA's operator and request the assistance of a supervisor to the extent done by AT&T OKLAHOMA's operators.

- 3.6 Call Branding/Rate Reference - The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. AT&T OKLAHOMA will offer Call Branding of Operator Services in the name of CLEC. When CLEC uses Call Branding, the applicable prices as referenced in Section 7 PRICING of Attachment 23 (OS) will apply. In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one charge will apply per initial loading or subsequent change.
- 3.6.1 CLEC will provide AT&T OKLAHOMA with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services (e.g., "bong" CLEC).
- 3.6.2 AT&T OKLAHOMA will brand Directory Assistance and Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all AT&T OKLAHOMA Operator and Directory Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, AT&T OKLAHOMA will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services and directory assistance calls that are branded by live operators. CLEC will not request interim unbranding of Directory Assistance and Operator Services for calls that are branded by automated systems until such time as AT&T OKLAHOMA's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of AT&T OKLAHOMA's vendor to meet its current commitment; however, AT&T OKLAHOMA will use its best efforts to manage the vendor to meet said date.
- 3.6.3 During the limited time while AT&T OKLAHOMA is providing OS/DA services pending implementation of full scale AIN customized routing, AT&T OKLAHOMA Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users, as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
- 3.6.4 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by AT&T OKLAHOMA. If CLEC does not provide the Rate information and branding phrase as required in this Section, AT&T OKLAHOMA will brand the OS service provided to CLEC as AT&T OKLAHOMA OS service.
- 3.6.5 CLEC will inform AT&T OKLAHOMA, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide AT&T OKLAHOMA updated Rate information in advance of when the Rates are to become effective.
- 3.6.6 In all cases when AT&T OKLAHOMA receives a rate request from an CLEC end user, AT&T OKLAHOMA will quote the Operator Services rates provided by CLEC.
- 3.6.7 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information in the Appendix Pricing Schedule of this Agreement.

4. RESPONSIBILITIES OF AT&T OKLAHOMA

- 4.1 AT&T OKLAHOMA will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for AT&T OKLAHOMA to provide Operator Services to CLEC will be provided by AT&T OKLAHOMA using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.

- 4.3 AT&T OKLAHOMA will provide Operator Services in accordance with the operator methods and practices in effect for AT&T OKLAHOMA at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 AT&T OKLAHOMA will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 AT&T OKLAHOMA will deliver the call with the required signaling and data to CLEC to complete the call.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Party(ies) that provide the circuits between CLEC and AT&T OKLAHOMA offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6. RESPONSIBILITIES OF CLEC

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the AT&T OKLAHOMA serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish in writing to AT&T OKLAHOMA, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by AT&T OKLAHOMA to provide the Service.
- 6.3 CLEC will furnish all records required by AT&T OKLAHOMA to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by AT&T OKLAHOMA. CLEC will provide the initial data by a date mutually agreed to between CLEC and AT&T OKLAHOMA. CLEC will keep this data current by using procedures mutually agreed to by CLEC and AT&T OKLAHOMA. CLEC will provide all data and changes to AT&T OKLAHOMA in the mutually agreed to format(s).
- 6.4 As to any end office where AT&T OKLAHOMA furnishes the Operator Services provided by this Attachment, CLEC agrees that AT&T OKLAHOMA will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator Services and such routing capability is not currently technically available, CLEC agrees that AT&T OKLAHOMA will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the OS calls, CLEC agrees that AT&T OKLAHOMA will be the sole provider of OS for one year from the effective date.

7. PRICING

7.1 The rates for the Operator Services provided are outlined in the Appendix Pricing Schedule.

8. MONTHLY BILLING

8.1 AT&T OKLAHOMA will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

8.2 AT&T OKLAHOMA will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

9. LIABILITY

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

ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which AT&T OKLAHOMA will provide recording, message processing and message detail services as described in total in Exhibit I and Exhibit II. Exhibit I and II are attached hereto and made a part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

1. DEFINITIONS

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1 Access Usage Record (AUR) - A message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 1.2 Assembly and Editing - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 Centralized Message Distribution System (CMDS) - The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T OKLAHOMA and CLEC via the CMDS host.
- 1.4 Data Transmission - The forwarding by AT&T OKLAHOMA of IXC transported access usage record detail in EMI format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 Exchange Message Interface (EMI) - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 Interexchange Carrier (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. (In some states IXCs are permitted to operate within a LATA).
- 1.7 Interexchange Carrier Transported - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 Message Processing - The creation of individual EMI formatted Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure the AURs are consistent with CMDS specifications.
- 1.9 Originating Local Exchange Carrier Company - The company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 Provision of Message Detail - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T OKLAHOMA's internal network or national CMDS.
- 1.11 Record - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 Recording - The creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

- 1.13 Service Switching Point (SSP) - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 Switching Control Point (SCP) - The real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to is assigned working telephone number.
- 1.15 800 SCP Carrier Access Usage Summary Record (SCP Record) - A summary record which contains information concerning the quantity and types of queries launched to an AT&T OKLAHOMA SCP.
- 1.16 Terminating Local Exchange Carrier Company - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2. RESPONSIBILITIES OF THE PARTIES

- 2.1 AT&T OKLAHOMA will record all IXC transported messages as specified by CLEC on Exhibit II that are carried over all Feature Group Switched Access Services that are available to AT&T OKLAHOMA provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by AT&T OKLAHOMA provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T OKLAHOMA.
- 2.2 AT&T OKLAHOMA will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T OKLAHOMA.
- 2.3 AT&T OKLAHOMA will provide AURs that are generated by AT&T OKLAHOMA.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T OKLAHOMA, during the billing period established by AT&T OKLAHOMA and selected by CLEC from Appendix II.
- 2.5 Standard EMI record formats for the provision of access usage record detail will be established by AT&T OKLAHOMA and provided to CLEC.
- 2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 2.7 AT&T OKLAHOMA will provide AUR detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.
- 2.8 In Exhibit II, CLEC will identify separately the location where the tapes and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (AT&T OKLAHOMA reserves the right to limit the frequency of transmission to existing AT&T OKLAHOMA processing and work schedules, (holidays, etc., i.e., holidays, weekends).
- 2.9 AT&T OKLAHOMA and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T OKLAHOMA will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T OKLAHOMA.
- 2.11 AT&T OKLAHOMA will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.
- 2.12 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T OKLAHOMA under the same terms and conditions of this Attachment.

3. BASIS OF COMPENSATION

3.1 AT&T OKLAHOMA as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Attachment on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T OKLAHOMA on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

4. LOSS OF USAGE:

4.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

4.2 When either Party is notified that, due to error or omission, incomplete data has been provided to non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to non-Recording Company. If written notification is not received within sixty (60) days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

4.3 If, despite timely notification by the non-Recording Company, AUR detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability will be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost AUR detail.

4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the nonreceipt of data.

5. INDEMNIFICATION

5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

6. WARRANTIES

6.1 AT&T OKLAHOMA ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1: This option has been withdrawn.
- Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6: This option has been withdrawn.
- Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9: This option has been withdrawn.
- Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II
INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

ATTACHMENT 25: LINE SHARING, LINE SPLITTING AND XDSL APPENDIX

Line Sharing, Line Splitting and xDSL Loops and xDSL Subloops: AT&T OKLAHOMA will make available line sharing over the High Frequency Portion of the Loop ("HFPL") and xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1. GENERAL

- 1.1 Deployment of xDSL Technologies: AT&T OKLAHOMA will provide xDSL loops, xDSL subloops and the HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 1.2 AT&T OKLAHOMA will not guarantee that an xDSL loop, xDSL subloop or HFPL ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning AT&T OKLAHOMA is to perform in provisioning the order.
- 1.3 HFPL Only – Disconnect of AT&T OKLAHOMA's Retail POTS Service: When AT&T OKLAHOMA's traditional retail POTS service to an end-user is disconnected and CLEC is providing xDSL-based service to the same end-user customer over the HFPL, AT&T OKLAHOMA will notify CLEC that POTS service is being disconnected. Upon receipt of such notification, CLEC will then determine whether the xDSL-based service will be converted from the HFPL to a full stand alone xDSL loop or disconnected. All applicable charges for the establishment and/or disconnection of the xDSL loop and/or HFPL shall apply.

2. LOOP MAKEUP INFORMATION AND ORDERING

- 2.1 AT&T OKLAHOMA will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in AT&T OKLAHOMA's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in AT&T OKLAHOMA's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to AT&T OKLAHOMA's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T OKLAHOMA is providing to any other CLEC, AT&T OKLAHOMA's retail operations and/or its advanced services affiliate. AT&T OKLAHOMA's uniform GUI and application to application OSS interfaces allow CLEC, AT&T OKLAHOMA's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. PROVISIONING INTERVALS

- 3.1 AT&T OKLAHOMA's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to AT&T OKLAHOMA's advanced services affiliate, whichever is less.
- 3.2 Where no conditioning or outside plant rearrangements necessary:
 - 3.2.1 HFPL: three (3) business days.
 - 3.2.2 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).
 - 3.2.3 With conditioning or outside plant rearrangements - HFPL and xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4. LOOP CONDITIONING

- 4.1 AT&T OKLAHOMA will condition xDSL loops, xDSL subloops and the HFPL in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T OKLAHOMA perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing; provided, however, with respect to the HFPL, if CLEC's requested loop conditioning will degrade the end-user's analog voice service (POTS service), AT&T OKLAHOMA is not required to condition the loop.
- 4.2 Removal of All or Non-Excessive Bridged Tap ("RABT"):
- 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the HFPL, xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T OKLAHOMA interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by AT&T OKLAHOMA that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any AT&T OKLAHOMA non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T OKLAHOMA does not guarantee the synchronization of any loop. In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T OKLAHOMA LOC. AT&T OKLAHOMA LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where AT&T OKLAHOMA removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals AT&T OKLAHOMA provides to its advanced services affiliate. When AT&T OKLAHOMA determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T OKLAHOMA, AT&T OKLAHOMA has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by AT&T OKLAHOMA to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the

end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by AT&T OKLAHOMA to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

- 4.3 Maintenance, Repair and Testing: AT&T OKLAHOMA shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).
- 4.3.1 Maintenance Scope: AT&T OKLAHOMA's maintenance shall be as follows: (i) for loops 12,000 feet or less: maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that AT&T OKLAHOMA not perform any conditioning, maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that AT&T OKLAHOMA perform some or all of the available conditioning, AT&T OKLAHOMA will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. AT&T OKLAHOMA will resolve CLEC-referred trouble tickets in parity with the repair intervals AT&T OKLAHOMA provides its advanced services affiliate.
- 4.3.2 CLEC Submitted Trouble Ticket: If CLEC submits a trouble ticket to AT&T OKLAHOMA and the problem is determined by AT&T OKLAHOMA to be in CLEC's network, data equipment or splitter, CLEC shall pay AT&T OKLAHOMA, following AT&T OKLAHOMA closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact AT&T OKLAHOMA to advise that the trouble has been resolved.
- 4.3.3 Line and Station Transfer ("LST"): For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T OKLAHOMA to resolve a trouble, AT&T OKLAHOMA, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T OKLAHOMA determines that an LST can be performed, the AT&T OKLAHOMA LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T OKLAHOMA network-related problem, then CLEC will not be charged the LST rate or for AT&T OKLAHOMA's resolution of the trouble. If, however, the trouble is found not to be an AT&T OKLAHOMA network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
- 4.3.4 Maintenance - HFPL Only: If AT&T OKLAHOMA's narrowband or voice service ("POTS service") is or becomes significantly degraded or out of service due to the xDSL-based technology being deployed by CLEC over the HFPL or as a result of a trouble in CLEC's network, data equipment or splitter, the procedures set forth below will be followed to restore the POTS service:
- 4.3.4.1 Should only the POTS service be reported as significantly degraded or out of service, AT&T OKLAHOMA shall repair the POTS service without disturbing the HFPL, if possible, and in such case, is not obligated to notify CLEC of its repair work. In any case where AT&T OKLAHOMA believes its repair effort has the potential of affecting CLEC's xDSL-based service on the HFPL, AT&T OKLAHOMA shall attempt to notify the end-user and CLEC for permission prior to performing such repair work; provided, however, AT&T OKLAHOMA may proceed with repair of its POTS service if unable to reach the end-user and/or CLEC after a reasonable attempt has been made to do so. When a connected

facility assignment or an additional point of termination (CFA/APOT) change is required due to trouble in AT&T OKLAHOMA's portion of the network, the pair change will be completed during the standard offered repair interval, at no additional charge to CLEC.

- 4.3.4.2 Either Party may offer the end-user the option of restoring the POTS service if the end-user is not satisfied with the repair interval provided by CLEC for the HFPL. If the end-user chooses to have the POTS service restored before the HFPL problem can be corrected and notifies either CLEC or AT&T OKLAHOMA, the contacted Party will notify the other and provide contact names prior to AT&T OKLAHOMA "cutting around" the Splitter/DSLAM equipment to restore POTS. CLEC shall not rearrange or modify AT&T OKLAHOMA's retail POTS service within CLEC's equipment in any way without advance notice and coordination with AT&T OKLAHOMA.
- 4.3.4.3 Testing – HFPL Only: AT&T OKLAHOMA will perform a routine Line Sharing Turn-Up Test which will be completed by close of business one (1) day prior to the HFPL due date. Detailed procedures of this Line Sharing Turn-Up Test are located in AT&T OKLAHOMA's CLEC Handbook. AT&T OKLAHOMA will provide CLEC with access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions in connection with the HFPL. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established xDSL-based service on the HFPL of the loop it intends to test and have specifically informed the end-user that service testing will interrupt both the CLEC's xDSL-based service and AT&T OKLAHOMA's POTS service on that loop. CLEC may not perform intrusive testing without having first obtained the express permission of the end-user and having documented the name of such end-user on the applicable screen or on CLEC's trouble documentation for non-mechanized tests.

5. SPECTRUM MANAGEMENT

- 5.1 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise AT&T OKLAHOMA on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify AT&T OKLAHOMA if and when a change in PSD mask is made. AT&T OKLAHOMA shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. AT&T OKLAHOMA shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if AT&T OKLAHOMA and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6. SPLITTERS

- 6.1 CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line sharing and line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with AT&T OKLAHOMA's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard AT&T OKLAHOMA configuration cabling and wiring in AT&T OKLAHOMA locations and shall adhere

to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with AT&T OKLAHOMA's OSS.

7. PRICING/RATES

- 7.1 Except as otherwise provided below, the rates applicable to xDSL Loops and the HFPL and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that AT&T OKLAHOMA agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T OKLAHOMA technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by AT&T OKLAHOMA are performed outside of standard business hours.

8. DEFINITIONS APPLICABLE TO THIS APPENDIX

- 8.1 "All Bridged Tap" means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 "Commission" means the Oklahoma Corporation Commission, the state agency with regulatory authority over telecommunications in Oklahoma.
- 8.3 "Excessive Bridged Tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 "HFPL" as used herein is defined as the frequency range on a copper loop facility that is above the range that carries traditional analog, circuit-switched voice band transmissions (also referred to as "POTS") that AT&T-OKLAHOMA will make available to CLEC when AT&T OKLAHOMA is providing retail POTS analog voice service on the same loop to the same end-user, and pursuant to the provisions set forth in this Appendix. The voice band frequency of the spectrum of a loop facility is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz). xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 8.5 "Non-excessive Bridged Tap" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.6 "AT&T OKLAHOMA" as used herein means Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 8.7 "Splitter" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

ATTACHMENT 27: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the services, interconnection and UNES provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Oklahoma-specific agreement, AT&T's OSS is based upon a 13state platform. In order to access OSS for transactions in other AT&T states, CLEC must have OSS terms and conditions in such state.
- 1.2 **AT&T Inc.** ("AT&T") means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
 - 1.2.1 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
 - 1.2.2 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
 - 1.2.3 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
 - 1.2.4 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
 - 1.2.5 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
 - 1.2.6 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
 - 1.2.7 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.
- 1.3 **AT&T OKLAHOMA** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 "LSC" means (i) the Local Service Center (LSC) for **AT&T OKLAHOMA**.
- 2.2 "LOC" means (i) the Local Operations Center (LOC) for **AT&T OKLAHOMA**.

- 2.3 “MCPSC” means the Mechanized Customer Production Support Center (MCPSC) for AT&T OKLAHOMA.
- 2.4 “Service Bureau Provider (SBP)” - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T OKLAHOMA's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T OKLAHOMA shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 When AT&T OKLAHOMA introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless AT&T OKLAHOMA believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, AT&T OKLAHOMA shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.
- 3.3 When AT&T OKLAHOMA retires interfaces in accordance with the change management process referenced in Section 3.15 below, those interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS interfaces:
- 3.4.1 For AT&T OKLAHOMA, CLEC agrees to utilize AT&T OKLAHOMA electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through AT&T OKLAHOMA. In addition, CLEC agrees that such use will comply with AT&T OKLAHOMA's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T OKLAHOMA against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T OKLAHOMA's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T OKLAHOMA for any and all damages caused by such unauthorized entry.
- 3.5 Within AT&T OKLAHOMA regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's 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.
- 3.5.1 In AT&T OKLAHOMA regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

- 3.5.2 Throughout AT&T OKLAHOMA region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T OKLAHOMA harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.6 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T OKLAHOMA's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T OKLAHOMA caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T OKLAHOMA to CLEC. In addition, CLEC agrees to indemnify and hold AT&T OKLAHOMA harmless against any claim made by an End User of CLEC or other third parties against AT&T OKLAHOMA caused by or related to CLEC's use of any AT&T OKLAHOMA OSS.
- 3.7 In the event AT&T OKLAHOMA has good cause to believe that CLEC has used AT&T OKLAHOMA OSS in a way that conflicts with this Agreement or Applicable Law, AT&T OKLAHOMA shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to AT&T OKLAHOMA's Notice of Misuse, which shall be provided to AT&T OKLAHOMA within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T OKLAHOMA's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.8 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with AT&T OKLAHOMA's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to AT&T OKLAHOMA's OSS shall be governed by Section 7.6 of the General Terms and Conditions of the Agreement.
- 3.9 In the event CLEC does not agree that CLEC's use of AT&T OKLAHOMA's OSS is inconsistent with this Agreement or Applicable Law as alleged by AT&T OKLAHOMA, then the Parties agree to the following steps:
- 3.9.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. AT&T may invoke the dispute resolution process in Section 9 (General Terms and Conditions) to devise such remedy.
- 3.9.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.
- 3.10 Upon notice and good cause shown, AT&T OKLAHOMA shall have the right to conduct an audit of CLEC's use of the AT&T OKLAHOMA OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the AT&T OKLAHOMA OSS is justified under the circumstances that exist at the time AT&T OKLAHOMA elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-13STATE OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T OKLAHOMA shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T OKLAHOMA's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T OKLAHOMA with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be

- at AT&T OKLAHOMA's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T OKLAHOMA agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T OKLAHOMA, or any AT&T affiliate.
- 3.11 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T OKLAHOMA and CLEC will use manual processes. Should AT&T OKLAHOMA develop electronic interfaces for these functions for itself, AT&T OKLAHOMA will make electronic access available to CLEC within the specific operating region.
- 3.12 The Information Services (I.S.) Call Center for the AT&T OKLAHOMA region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.13 AT&T OKLAHOMA will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.
- 3.14 AT&T OKLAHOMA shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. AT&T OKLAHOMA shall list the business days and hours for each call center in AT&T-13 STATE's CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:
- IS Call Center: 7 days per week, 24 hours per day
- LSC, LECC, & MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)
- LOC – Maintenance: 7 days per week, 24 hours per day
- LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)
- The Parties shall ensure adequate coverage in its service centers during these minimum hours.
- 3.15 The Parties will follow the final adopted guidelines of "AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface - Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.16 AT&T OKLAHOMA will continue to maintain the editing capabilities of AT&T OKLAHOMA's LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.
- 3.17 AT&T OKLAHOMA and CLEC agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T OKLAHOMA may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T OKLAHOMA 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, AT&T OKLAHOMA has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1, 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.”
- 3.18 Due to enhancements and on-going development of access to AT&T OKLAHOMA's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T OKLAHOMA shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.19 CLEC is responsible for obtaining operating system software and hardware to access AT&T OKLAHOMA OSS functions. All hardware and software requirements are specified in: “CLEC Hardware/Software Requirements for Access of AT&T Uniform OSS Applications”, or any other documents or interface requirements subsequently generated by AT&T OKLAHOMA for any of its regions.

4. PREORDER INTERFACES & FUNCTIONALITY

- 4.1 AT&T OKLAHOMA will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T OKLAHOMA region-specific ordering requirements.
- 4.2 Pre-Ordering functions for Resale Services and UNEs include:
- 4.2.1 Feature/Service Availability:
- 4.2.2.1 Feature Inquiry provides AT&T OKLAHOMA with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.2.2 PIC/LPIC Inquiry provides AT&T OKLAHOMA Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.3 Customer Service Information - CSI Inquiry
Access to AT&T OKLAHOMA retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, 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 End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.
- 4.2.3 Telephone Number Inquiry
AT&T OKLAHOMA provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.
- 4.2.4 Scheduling Inquiry/Availability
- 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
- 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 4.2.5 Address Validation Inquiry
AT&T OKLAHOMA provides address validation function.
- 4.3 The following are Pre-Order functions specific to UNEs
- 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry
AT&T OKLAHOMA provides pre-order loop qualification information specific to UNE DSL capable or Line Shared loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

- 4.3.2 Common Language Location Indicator (CLLI) Inquiry:
AT&T OKLAHOMA provides CLLI code inquiry function.
- 4.3.3 Connecting Facility Assignment (CFA) Inquiry:
AT&T OKLAHOMA provides a CFA inquiry function.
- 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
AT&T OKLAHOMA provides a NC/NCI inquiry function.
- 4.4 Electronic Access to Pre-Order Functions
 - 4.4.1 Resale and UNE Pre-order Interface Availability
 - 4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T OKLAHOMA to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.
 - 4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T OKLAHOMA. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.
 - 4.4.1.3 DataGate is a transaction-based data query system through which AT&T OKLAHOMA provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on AT&T OKLAHOMA's proprietary pre-ordering functionality.
 - 4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which AT&T OKLAHOMA provides CLEC access to the functions of pre-ordering to order AT&T OKLAHOMA consumer Resale services.
 - 4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which AT&T OKLAHOMA provides CLEC access to the functions of pre-ordering to order AT&T OKLAHOMA business Resale services.
 - 4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order AT&T OKLAHOMA Resale service.
 - 4.5 Other Pre-order Function Availability
 - 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
 - 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T OKLAHOMA will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:
SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)

Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

- 5.1 AT&T OKLAHOMA provides access to ordering functions (as measured from the time AT&T OKLAHOMA receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T OKLAHOMA to provision in accordance with applicable AT&T OKLAHOMA ordering requirements. AT&T OKLAHOMA will provide CLEC access to one or more of the following systems or interfaces:
- 5.2 Service Order Request System Availability
- 5.2.1 AT&T OKLAHOMA makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T OKLAHOMA Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and AT&T OKLAHOMA will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T OKLAHOMA's Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For AT&T OKLAHOMA, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 For AT&T OKLAHOMA, C-EASE is available for the ordering of consumer Resale services.
- 5.2.4 For AT&T OKLAHOMA, B-EASE is available for the ordering of business Resale services.
- 5.2.5 For AT&T OKLAHOMA, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).
- 5.2.5.1 For AT&T OKLAHOMA region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following AT&T OKLAHOMA OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.
- 5.2.6 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T OKLAHOMA will utilize industry ASR guidelines developed by OBF based upon AT&T OKLAHOMA ordering requirements.
- 5.3 Provisioning for Resale Services and UNE in AT&T OKLAHOMA
- AT&T OKLAHOMA will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.3.1 For AT&T OKLAHOMA, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in AT&T OKLAHOMA pending orders can be viewed in SORD.
- 5.3.2 For EDI ordering, AT&T OKLAHOMA will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 5.3.3 For AT&T OKLAHOMA, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
 - 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.3.3.4 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.
 - 5.3.3.5 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an AT&T OKLAHOMA issued FOC.

6. MAINTENANCE/REPAIR

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
 - 6.1.1 In AT&T OKLAHOMA, Electronic Bonding for Trouble Administration Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.2 In AT&T OKLAHOMA, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (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 AT&T OKLAHOMA. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T OKLAHOMA will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 AT&T OKLAHOMA will bill CLEC for Resold services and UNEs. AT&T OKLAHOMA will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T OKLAHOMA will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and AT&T OKLAHOMA. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In AT&T OKLAHOMA, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

- 7.2.2 For Resale Services in AT&T OKLAHOMA, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T OKLAHOMA's Local Exchange Tariff.
- 7.2.3 For Resale Services in AT&T OKLAHOMA, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T OKLAHOMA Classic Toolbar.
- 7.2.4 In AT&T OKLAHOMA, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.5 In AT&T OKLAHOMA, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.6 AT&T OKLAHOMA will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
 - 7.3.1 AT&T OKLAHOMA makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
 - 7.3.2 In AT&T OKLAHOMA, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T OKLAHOMA Classic Toolbar.
 - 7.3.3 In AT&T OKLAHOMA, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
 - 7.3.4 AT&T OKLAHOMA, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T OKLAHOMA ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For AT&T SOUTHWEST REGION 5-STATE, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Chicago, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For AT&T OKLAHOMA, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T OKLAHOMA LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T OSS via the public internet.

- 8.3 For AT&T OKLAHOMA, CLEC shall use TCP/IP to access AT&T OKLAHOMA OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a AT&T OKLAHOMA, AT&T-2STATE, AT&T MIDWEST REGION 5-STATE, or AT&T CONNECTICUT OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For AT&T OKLAHOMA, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T OKLAHOMA data facilities for access to OSS will be in compliance with AT&T-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 Joint Security Requirements
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T OKLAHOMA network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T OKLAHOMA's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T OKLAHOMA, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T OKLAHOMA will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T OKLAHOMA, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies
- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification
 - 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
 - 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
 - 9.6.3 User ids will be revalidated on a monthly basis.
- 9.7 User Authentication
 - 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
 - 9.7.2 Passwords must not be stored in script files.
 - 9.7.3 Passwords must be entered by the user.
 - 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
 - 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
 - 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
 - 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control
 - 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
 - 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization
 - 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.
- 9.10 Software and Data Integrity

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

9.11 Monitoring and Audit

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

"This is a (AT&T OKLAHOMA or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

- 10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). AT&T OKLAHOMA will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

11. OSS TRAINING COURSES

- 11.1 Prior to live system usage, CLEC must complete user education classes for AT&T OKLAHOMA-provided interfaces that affect the AT&T-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730

10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by AT&T OKLAHOMA and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 11.3 Class dates will be based upon AT&T OKLAHOMA availability and will be coordinated among CLEC, the CLEC's AT&T OKLAHOMA Account Manager, and AT&T OKLAHOMA Industry Markets CLEC Training Product Management.
- 11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to AT&T OKLAHOMA completed registration forms for each student no later than one week prior to the scheduled training class.
- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T-13STATE system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T OKLAHOMA's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent AT&T-13STATE seeks to recover costs associated with OSS System Access and Connectivity, AT&T-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T OKLAHOMA region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For AT&T OKLAHOMA, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For AT&T OKLAHOMA, CLEC requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 For AT&T OKLAHOMA, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T OKLAHOMA on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T OKLAHOMA shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T OKLAHOMA OSS via a Service Bureau Provider as follows:

- 14.2.1 CLEC shall be permitted to access AT&T OKLAHOMA application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T OKLAHOMA to allow Service Bureau Provider to establish access to and use of AT&T OKLAHOMA's OSS.
- 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T OKLAHOMA shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T OKLAHOMA shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, AT&T OKLAHOMA shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T OKLAHOMA's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T OKLAHOMA's OSS) which could not be avoided by AT&T OKLAHOMA through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 15.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT 28: OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Attachment sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T OKLAHOMA, the applicable ILEC doing business in OKLAHOMA.
- 1.3 For purposes of this Attachment only, "Out of Exchange LEC" (OE-LEC) means <<CLECLegalName>> operating within AT&T OKLAHOMA's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T OKLAHOMA.
- 1.4 For purposes of this Attachment only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T OKLAHOMA end user located in an AT&T- OKLAHOMA local exchange area or;
 - (ii) Originates from an AT&T OKLAHOMA end user located in an AT&T OKLAHOMA local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Attachment, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T OKLAHOMA incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T OKLAHOMA's network(s).
- 2.2 For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T OKLAHOMA pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T OKLAHOMA agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T OKLAHOMA's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T OKLAHOMA is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T OKLAHOMA's incumbent local exchange areas. AT&T OKLAHOMA has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T OKLAHOMA's incumbent local exchange areas. In addition, AT&T OKLAHOMA is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T OKLAHOMA's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for

provisioning telecommunication services within an AT&T OKLAHOMA incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T OKLAHOMA has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Attachment will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Attachment. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T OKLAHOMA exchange areas and has a Point of Interconnection ("POI") located within AT&T OKLAHOMA exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T OKLAHOMA exchange areas. Based upon the foregoing, the Parties agree that AT&T OKLAHOMA's originating traffic will be

- delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T OKLAHOMA will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T OKLAHOMA's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T OKLAHOMA, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T OKLAHOMA End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T OKLAHOMA serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
 - 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
 - 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
 - 4.5 If AT&T OKLAHOMA is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T OKLAHOMA End Office.
 - 4.6 Except as otherwise provided in this Attachment, for OE-LEC originated/AT&T OKLAHOMA terminated traffic or AT&T OKLAHOMA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Attachment, the Parties will work cooperatively to correct the problem.
 - 4.7 AT&T OKLAHOMA shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T OKLAHOMA (as reflected in the LERG). Any compensation due AT&T OKLAHOMA for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T OKLAHOMA serving tandems are reflected by AT&T OKLAHOMA in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T OKLAHOMA tandem. AT&T OKLAHOMA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
 - 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
 - 4.9 Connection of a trunk group from OE-LEC to AT&T OKLAHOMA's tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).
 - 4.10 AT&T OKLAHOMA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T OKLAHOMA exchange areas, in AT&T OKLAHOMA Tandems and End Offices using AT&T OKLAHOMA's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Section 251(b)(5) Traffic, ISP-Bound Traffic and FX traffic exchanged between the Parties shall be as set forth in the Attachment Intercarrier Compensation.

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Attachment Intercarrier Compensation.

8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

8.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described in the Attachment Intercarrier Compensation.

9. INTERLATA SECTION 251(B)(5) TRAFFIC

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

9.2 The Parties agree that the associated traffic from each AT&T OKLAHOMA End Office will not alternate route.

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

9.4 Except as otherwise provided in this Attachment, for OE-LEC originated/AT&T OKLAHOMA terminated traffic or AT&T OKLAHOMA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Attachment, the Parties will work cooperatively to correct the problem.

9.5 AT&T OKLAHOMA shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T OKLAHOMA (as reflected in the LERG). Any compensation due AT&T OKLAHOMA for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T OKLAHOMA serving tandems are reflected by AT&T OKLAHOMA in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T OKLAHOMA tandem. AT&T OKLAHOMA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

9.6 AT&T OKLAHOMA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T OKLAHOMA exchange areas, in AT&T OKLAHOMA Tandems and End Office(s) using AT&T OKLAHOMA's standard code opening timeframes.

9.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Attachment Intercarrier Compensation.

ATTACHMENT 29: COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Attachment sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Communications Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma.
- 1.2 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.3 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours..
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with AT&T OKLAHOMA.
- 2.3 AT&T OKLAHOMA may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier and on a first come, first served basis.
- 2.4 AT&T OKLAHOMA reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts AT&T OKLAHOMA's ability to provide its baseline service. Where time permits, AT&T OKLAHOMA will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, AT&T OKLAHOMA shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in UNE 6 Pricing Schedule:
- 3.3 In the event AT&T OKLAHOMA fails to meet a CHC Service commitment for reasons within the control of AT&T OKLAHOMA, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T OKLAHOMA's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T OKLAHOMA is no longer obligated to ensure a CHC is on that order.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA
AND
NAVIGATOR TELECOMMUNICATIONS, LLC.**

WHEREAS, the Federal Communications Commission (“FCC”) released on August 21, 2003 a “Report and Order on Remand and Further Notice of Proposed Rulemaking” in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the “*Triennial Review Order*” or “*TRO*”), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 (“Act”), and therefore, Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma (“AT&T Oklahoma”) is no longer legally obligated to provide those network elements on an unbundled basis to Navigator Telecommunications, LLC. (“CLEC”) under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass’n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) (“*USTA II*”) on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,¹ on February 4, 2005 (“*TRO Remand Order*”), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops (“mass market unbundled local circuit switching” or “Mass Market ULS”), and holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs);

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1. Section 2.31 is inserted into Attachment 6: Access to Unbundled Network Elements (251(c)(3) UNEs)

2.31 Non-Impaired Wire Center Criteria and Related Processes

2.31.1 AT&T OKLAHOMA has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T OKLAHOMA's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if

¹Order on Remand, Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T OKLAHOMA will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 2.31 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.31 of this Agreement.

- 2.31.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T OKLAHOMA wire center non-impairment designation, the CLEC will provide a self-certification to AT&T OKLAHOMA identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T OKLAHOMA as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T OKLAHOMA claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T OKLAHOMA. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T OKLAHOMA shall provision the requested facilities in accordance with CLEC's order and within AT&T OKLAHOMA's standard ordering interval applicable to such facilities. If AT&T OKLAHOMA in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 2.31 of this Agreement, AT&T OKLAHOMA will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.
- 2.31.3 The parties recognize that wire centers that AT&T OKLAHOMA had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T OKLAHOMA may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 2.31.3.1 AT&T OKLAHOMA may update the wire center list as changes occur.
- 2.31.3.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T OKLAHOMA will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 2.31.3.3 AT&T OKLAHOMA will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 2.31.3.4 In the event the CLEC disagrees with AT&T OKLAHOMA's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T OKLAHOMA's determination regarding the wire center by providing a self-certification to AT&T OKLAHOMA.
- 2.31.3.5 If the CLEC does not use the self-certification process described in this Section 2.31 of this Agreement to self-certify against AT&T OKLAHOMA's wire center designation

within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.31.1 of this Agreement, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

- 2.31.3.6 If the CLEC does provide self-certification to dispute AT&T OKLAHOMA's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T OKLAHOMA may dispute CLEC's self-certification as described in Sections 2.31.5 and 2.31.6 of this Agreement and AT&T OKLAHOMA will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.31.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.31.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5) then CLEC shall not request DS1/DS3 High-Capacity Loops declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T OKLAHOMA's designations.
- 2.31.5 If it desires to do so, AT&T OKLAHOMA can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T OKLAHOMA will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Agreement, whichever is later. AT&T OKLAHOMA will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later. AT&T OKLAHOMA will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T OKLAHOMA's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T OKLAHOMA of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T OKLAHOMA shall promptly notify CLEC of any time where AT&T OKLAHOMA has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T OKLAHOMA may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 2.31.3 of this Agreement. During the timeframe of any dispute resolution proceeding, AT&T OKLAHOMA shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

2.31.5.1 For wire centers designated by AT&T OKLAHOMA prior to March 11, 2005 and

2.31.5.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

2.31.5.1.1.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.31.3.7 of this Appendix between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.31.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.31.3.7 of this Appendix. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.31.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty days after AT&T OKLAHOMA's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.31.3.7 of this Appendix. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.31.5.2 For wire centers designated by AT&T OKLAHOMA after March 11, 2005,

2.31.5.2.1 For affected loop/transport elements ordered before AT&T OKLAHOMA's wire center designation,

2.31.5.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 2.31.1 of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) days after AT&T OKLAHOMA's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.31.3.7 of this Agreement.

2.31.5.2.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 2.31.1 of this Agreement has expired, CLEC will provide a true-up based on the transitional rate described in Section 2.31.3.7 of this Agreement between the date that is thirty (30) days after AT&T OKLAHOMA's notice of non-impairment and the end of the applicable transition period described in Section 2.31.1 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.31.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

- 2.31.5.2.2 For affected loop/transport elements ordered after AT&T OKLAHOMA's wire center designation, CLEC will provide a true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) days after AT&T OKLAHOMA's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.31.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 2.31.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T OKLAHOMA will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T OKLAHOMA intends to rely, which will include the detailed business line information for the AT&T OKLAHOMA wire center or centers that are the subject of the dispute.
- 2.31.7 The provisions of Section 2.31.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.31.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T OKLAHOMA in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 2.31.8 AT&T OKLAHOMA will process CLEC orders for DS1/DS3 High Capacity Loops conversion or disconnection. AT&T OKLAHOMA will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 2.31.9 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 2.31.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops at a location where CLEC has met the volume cap set forth in Sections 4.3.4.4.1 and 4.3.5.4.1 (for DS1/DS3 Loops).
- 2.31.11 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.31.1 of this Agreement, and if CLEC and AT&T OKLAHOMA have failed to reach agreement under Section 2.31.8 of this Agreement as to a substitute service arrangement or element, then AT&T OKLAHOMA may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

2. Section 4 of Attachment 6: Access to Unbundled Network Elements (251(c)(3) UNEs) is replaced in its entirety with the following:

4. 251 (C)(3) UNE LOCAL LOOP

- 4.1 Subject to Section 2 of this Appendix 251 (c)(3) UNEs, AT&T OKLAHOMA shall provide 251 (c)(3) UNE Local Loop under the following terms and conditions in this subsection.
- 4.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an AT&T OKLAHOMA Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T OKLAHOMA will make available the 251 (c)(3) UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T OKLAHOMA Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T OKLAHOMA shall not be obligated to provision any of the 251 (c)(3) UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the 251 (c)(3) UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T OKLAHOMA. The 251 (c)(3) UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The 251 (c)(3) UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), 251 (c)(3) UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.3.4.4.1) and 251 (c)(3) UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.3.5.4.1), where such loops are deployed and available in AT&T OKLAHOMA wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 4.2.1 When a 251 (c)(3) UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a 251 (c)(3) UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T OKLAHOMA via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay AT&T OKLAHOMA for any HVPE that is provisioned by AT&T OKLAHOMA to CLEC in connection with the CLEC's 251 (c)(3) UNE Local Loop order to the high voltage area.
- 4.3 The following types of 251 (c)(3) UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix:
- 4.3.1 2-Wire Analog Loop
- 4.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 4.3.1.2 If CLEC requests one or more 251 (c)(3) UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T OKLAHOMA will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier 251 (c)(3) UNE loop at no additional charge to CLEC. If, however, no spare 251 (c)(3) UNE loop is available, as defined above, AT&T OKLAHOMA will within

two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

4.3.2 4-Wire Analog Loop

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

4.3.3 2-Wire Digital Loop

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

4.3.4 DS1 Digital Loop

4.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

4.3.4.2 DS1 251 (c)(3) UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

4.3.4.3 The procedures set forth in Section 4.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

4.3.4.4 DS1 Loop "Caps"

4.3.4.4.1 AT&T OKLAHOMA is not obligated to provide to CLEC more than ten (10) DS1 4.3.4.4.1. AT&T OKLAHOMA is not obligated to provide to CLEC more than ten (10) DS1 251 (c)(3) UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 251 (c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T OKLAHOMA's option it may accept the order, but convert any requested DS1 251 (c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

4.3.5 DS3 Digital Loop

4.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T OKLAHOMA Central Office to the end user premises.

4.3.5.2 DS3 251 (c)(3) UNE loops will be offered and/or provided only where such Loops have not been Declassified.

4.3.5.3 The procedures set forth in Section 4.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

4.3.5.4 DS3 Loop "Caps"

4.3.5.4.1 AT&T OKLAHOMA is not obligated to provide to CLEC more than one (1) DS3 251 (c)(3) UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 251 (c)(3) UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T OKLAHOMA's

option it may accept the order, but convert any requested DS3 251 (c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

4.4 Declassification Procedure

4.4.1 **DS1.** Subject to the cap described in Section 4.3.4.4.1, AT&T OKLAHOMA shall provide CLEC with access to a DS1 251 (c)(3) UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as 251 (c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251 (c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.4.2 **DS3.** Subject to the cap described in Section 4.3.5.4.1, AT&T OKLAHOMA shall provide CLEC with access to a DS3 251 (c)(3) UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as 251 (c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251 (c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as 251 (c)(3) UNEs under this Agreement, AT&T OKLAHOMA will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.31.

4.4.3.1 Products provided by AT&T OKLAHOMA in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.31 where such Loops are Declassified.

4.4.4 The Parties agree that activity by AT&T OKLAHOMA under this Section 8.4 shall not be subject to the Network Disclosure Rules.

4.5 Routine Network Modifications – 251 (c)(3) UNE Local Loops

4.5.1 AT&T OKLAHOMA shall make routine network modifications to 251 (c)(3) UNE Local Loop facilities used by requesting telecommunications carriers where the requested 251 (c)(3) UNE Local Loop facility has already been constructed. AT&T OKLAHOMA shall perform routine network modifications to 251 (c)(3) UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the 251 (c)(3) UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.5.2 A routine network modification is an activity that AT&T OKLAHOMA regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T OKLAHOMA does for its

own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T OKLAHOMA will place drops in the same manner as it does for its own customers.

- 4.5.3 Routine network modifications do not include constructing new 251 (c)(3) UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T OKLAHOMA is not obligated to perform those activities for a requesting telecommunications carrier.
- 4.5.4 AT&T OKLAHOMA shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T OKLAHOMA's retail customers.
- 4.5.5 AT&T OKLAHOMA has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 4.5.6 Notwithstanding anything to the contrary herein, AT&T OKLAHOMA's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 4.5.7 AT&T OKLAHOMA shall provide routine network modifications at the rates, terms and conditions set out in this Appendix AT&T OKLAHOMA, and in the state specific Appendix Pricing. AT&T OKLAHOMA will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T OKLAHOMA is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T OKLAHOMA include, but are not limited to,: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in AT&T California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 4.6 251 (c)(3) UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 4.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the AT&T OKLAHOMA states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 5, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in Section 5, the subloop provisions set forth in Section 5 shall control.

3. The UNE Pricing Schedule is amended to include the following rates:

Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
Local Loops	DS1 Loop Zone 1(Rural)	U4D1X	\$166.57	\$220.25	\$86.81
	DS1 Loop Zone 2 (Suburban)	U4D1X	\$142.87	\$220.25	\$86.81
	DS1 Loop Zone 3 (Urban)	U4D1X	\$134.61	\$220.25	\$86.81
	DS3 Loop Zone 1 (Rural)	U4D3X	\$1,493.71	\$849.78	\$374.82
	DS3 Loop Zone 2 (Suburban)	U4D3X	\$1,455.33	\$849.78	\$374.82
	DS3 Loop Zone 3 (Urban)	U4D3X	\$1,087.24	\$849.78	\$374.82
Loop Cross Connects	4 Wire Digital Loop to ISDN PRI/DS1 Trunk Port -Non Recurring Charge	NRFR8	NA	\$80.44	\$66.38
	DS3 C.O. Cross Connect to Collocation	UCXBX	\$32.00	\$157.84	\$108.98

4. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
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. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **AT&T OKLAHOMA** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they

may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T OKLAHOMA has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Oklahoma and as of the date of that election by AT&T OKLAHOMA, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

8. This Amendment shall be filed with and is subject to approval by the Oklahoma Corporation Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 9th day of August, 2006, by the Parties, signing by and through their duly authorized representatives

Navigator Telecommunications, LLC.

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

By: [Signature]

By: [Signature]

Printed: Kenrick LeDoux

Printed: Mike Auinbauh

Title: VP Engineering & CTO
(Print or Type)

Title: AVP - Project and Service Management

Date: 8/7/06

Date: 8/9/06

FACILITIES-BASED OCN # 2605

ACNA NUG

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA
AND
NAVIGATOR TELECOMMUNICATIONS, LLC**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Oklahoma ("AT&T Oklahoma") and Navigator Telecommunications, LLC. ("CLEC") is hereby amended as follows:

(1) Add Appendix Transit Traffic Service Attachment and Transit Traffic Service Appendix Pricing-Oklahoma, which are attached hereto and incorporated herein by this reference.

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

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

(4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Oklahoma shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Oklahoma has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Oklahoma, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Oklahoma's right

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Oklahoma as "AT&T Oklahoma".

to exercise its option at any time to adopt on a date specified by AT&T Oklahoma the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

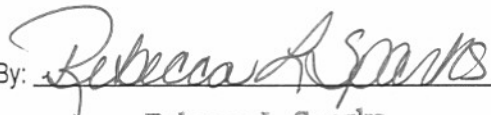
(5) This Amendment shall be filed with and is subject to approval by the Oklahoma Corporation Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate, by Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Navigator Telecommunications, LLC

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

By: 

By: 

Printed: Kenrick LeDoux

Printed: Rebecca L. Sparks

Title: VP Engineering & CTO
(Print or Type)

Title: Executive Director-Regulatory

Date: 9/6/06

Date: SEP 11 2006

FACILITIES-BASED OCN # 2605

ACNA NVG

TRANSIT TRAFFIC SERVICE ATTACHMENT

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TRANSIT TRAFFIC SERVICE ATTACHMENT

1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment ("Attachment") sets forth the rates, terms and conditions of AT&T-13STATE's Transit Traffic Service as a Transit Service Provider. AT&T-13STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Navigator Telecommunications, LLC ("CARRIER") to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-13STATE's provision of Transit Traffic Service as a Transit Service Provider to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECS) (*i.e.*, carriers that interconnect with AT&T-13STATE's network but operate and/or provide Telecommunications Services outside of AT&T-13STATE's incumbent local exchange area).

2. DEFINITIONS

- 2.1 "**800 IntraLATA Toll Traffic**" is defined as traffic that originates from CARRIER's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "**Central Office Switch**" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "**Calling Party Number**" or "**CPN**" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "**Connecticut Transit Traffic Service**" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service whereby AT&T CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic, carrying out the terms and conditions herein.
- 2.5 "**End Office**" or "**End Office Switch**" is an AT&T-13STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.6 "**Exchange Service**" means Telephone Exchange Service as defined in the Act.
- 2.7 "**ISP-Bound Traffic**" is defined as traffic exchanged between CARRIER's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from CARRIER's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T-13STATE exchange area; or
 - (ii) originates from CARRIER's end-users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T-13STATE Exchanges or within an AT&T-13STATE exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T-13STATE's tariff, (*e.g.*, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.8 "**IntraLATA Toll Traffic**" is defined as traffic exchanged between CARRIER's end users and the end users of a Third Party Terminating Carrier which subtends an AT&T-13STATE Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party

Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CARRIER's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the AT&T-13STATE local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.

- 2.9 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular local calling area.
- 2.10 "Local/Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.11 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.12 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 2.13 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.14 "Section 251(b)(5)/IntraLATA Traffic" shall mean for purposes of this Agreement, (i) Section 251(b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CARRIER where [CARRIER is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from AT&T-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- For Section 251(b)(5) Traffic exchanged between CARRIER's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.15 "Tandem" or "Tandem Switch" is an AT&T-13STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.16 "Third Party Originating Carrier" means a Telecommunications Carrier (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-13STATE's network and is delivered to CARRIER.
- 2.17 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CARRIER uses AT&T-13STATE's Transit Traffic Service (*e.g.*, Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).
- 2.18 "Transit Service Provider" means AT&T-13STATE when providing its Transit Traffic Service.
- 2.19 "Transit Traffic" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, CMRS provider-bound traffic and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.20 "Transit Traffic Service" is an optional non 251/252 switching and intermediate transport service provided by AT&T-13STATE to CARRIER where CARRIER is directly interconnected with an AT&T-13STATE Tandem. AT&T-13STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating

Carrier and is routed utilizing an AT&T-13STATE Tandem Switch where an AT&T-13STATE end user is neither the originating nor the terminating party.

- 2.21 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CARRIER network with AT&T-13STATE's network for the purpose of interconnection pursuant to the Act.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-13STATE will provide CARRIER with AT&T-13STATE's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-13STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on CARRIER's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T-13STATE end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network. CARRIER agrees to compensate AT&T-13STATE for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Transit Traffic Service Appendix Pricing, as applicable.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.

Connecticut Transit Traffic Service

- 3.5 AT&T CONNECTICUT will make its Connecticut Transit Traffic Service available to CARRIER for the purpose of completing CARRIER Transit Traffic calls as defined in Sections 2.19 through 2.20 above, and upon the terms and conditions set forth herein. In doing so, AT&T CONNECTICUT will compensate the terminating carrier for applicable Transit Traffic as defined in Section 2.19 above.
- 3.5.1 In AT&T CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Local and IntraLATA Toll traffic to a Third Party Terminating Carrier network through AT&T CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an AT&T CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing.
- 3.5.2 As part of AT&T CONNECTICUT's Connecticut Transit Traffic Service, AT&T CONNECTICUT will be solely responsible for compensating the Third Party Terminating Carrier for CARRIER's Transit Traffic that is terminated on a Third Party Terminating Carrier's network.
- 3.5.2.1 CARRIER shall bill AT&T CONNECTICUT for terminating Transit Traffic originated by other LECs or CLECs in accordance with the provisions of this Attachment applicable to AT&T CONNECTICUT originated Transit Traffic.
- 3.5.3 CARRIER shall issue ASRs for dedicated one-way Connecticut Transit Traffic Service trunk groups in AT&T CONNECTICUT.
- 3.5.3.1 One-way Trunk Groups for Transit Traffic Service in AT&T CONNECTICUT, (Connecticut Transit Traffic trunk groups) can be established between CARRIER's switch and an AT&T CONNECTICUT's Tandem. CARRIER is financially responsible for the transport facility cost. These Trunk Groups will utilize Signaling System 7 (SS7) signaling protocol.
- 3.6 The rates that AT&T-12STATE shall charge CARRIER for the Transit Traffic Service is outlined in Section 6.0, below and attached Transit Traffic Service Transit Traffic Service Appendix Pricing.

Carrier Originating

- 3.7 CARRIER has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-12STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-12STATE have any liability to CARRIER or any Third Party if CARRIER fails to enter into such traffic compensation arrangements. In the event CARRIER originates traffic that transits AT&T-12STATE's network to reach a Third Party Terminating Carrier with whom CARRIER does not have a traffic compensation arrangement, then CARRIER will indemnify, defend and hold harmless AT&T-12STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-12STATE will bill their respective charges directly to CARRIER. AT&T-12STATE will not be required to function as a billing intermediary, *e.g.* clearinghouse. Under no circumstances will AT&T-12STATE be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.8 In the event CARRIER originates Transit Traffic destined for a Third Party Terminating Carrier with which CARRIER does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-12STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-12STATE has delivered, CARRIER will indemnify AT&T-12STATE for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-12STATE agrees to allow CARRIER to participate as a party.
- 3.9 CARRIER will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-13STATE. Carrier shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-13STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CARRIER agrees to cooperate to investigate and take corrective action. If CARRIER is passing CPN but AT&T-13STATE is not properly receiving information, CARRIER will work cooperatively to correct the problem. If the CPN is not received from the CARRIER, AT&T-13STATE can not forward the CPN and CARRIER will indemnify, defend and hold harmless AT&T-13STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-13STATE's network to have CPN.
- 3.10 CARRIER, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T-12STATE may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.

Carrier Terminating

- 3.11 CARRIER shall not charge AT&T-12STATE when AT&T-12STATE provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CARRIER.
- 3.12 When AT&T-13STATE, operating as a Transit Service Provider, routes Transit Traffic to CARRIER from a Third Party Originating Carrier, AT&T-13STATE agrees to pass the originating CPN information to CARRIER as provided by the Third Party Originating Carrier.
- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CARRIER from AT&T-13STATE serving as the Transit Traffic Provider. Where AT&T-13STATE is providing a Transit Traffic Service, AT&T-13STATE will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-13STATE can not forward the CPN; therefore, CARRIER will indemnify, defend and hold harmless AT&T-13STATE from any Losses according to Section 3.7 above. If AT&T-13STATE or CARRIER identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CARRIER agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-13STATE or CARRIER is not properly receiving information, CARRIER will work cooperatively to correct the problem.

- 3.14 CARRIER agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-12STATE, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC ROUTING

- 4.1 Where AT&T-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER's originated Section 251(b)(5) Traffic and ISP-Bound Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via AT&T-12STATE's Local Tandem Switches, but not at or through any AT&T-12STATE Access Tandem Switches.
- 4.2 Where AT&T-12STATE has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via the appropriate AT&T-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.3 Where AT&T-12STATE has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via AT&T-12STATE's Access Tandem Switches, but not at or through any AT&T-12STATE Local Tandem Switches.
- 4.4 Where AT&T-12STATE has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, CARRIER originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T-12STATE's Transit Traffic Service will be routed via the appropriate AT&T-12STATE Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 4.5 Upon written notification from AT&T-13STATE of misrouting of Transit Traffic by CARRIER as identified above, CARRIER will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.6 Facilities and trunking pursuant to CARRIER's Interconnection Trunking Requirements (Appendix ITR) to the interconnection agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic from CARRIER through the AT&T-13STATE Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires twenty-four (24) or more trunks, upon AT&T-13STATE written request, CARRIER shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CARRIER shall route Transit Traffic via AT&T-13STATE's Tandem switches, and not at or through any AT&T-13STATE End Offices. Once this trunk group has been established, CARRIER agrees to cease routing Transit Traffic through the AT&T-13STATE Tandem to the Third Party Terminating Carrier, unless the parties mutually agree otherwise.

6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when CARRIER sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-12STATE's tandem switch where an AT&T-12STATE end user is neither the originating nor the terminating party. CARRIER agrees to compensate AT&T-12STATE operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.
- 6.2 Rate Elements - the following rate elements apply, (the corresponding rates are specified in Appendix Pricing, attached hereto):
- 6.2.1 Tandem Switching - compensation for the use of tandem switching.

- 6.2.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 6.3 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.
- 6.4 In AT&T CONNECTICUT, the Connecticut Transit Traffic Service Rate applies when CARRIER sends Transit Traffic to a Third Party Terminating Carrier network through AT&T CONNECTICUT's Tandem. CARRIER is responsible for payment of the Connecticut Transit Traffic Service Rate. The Connecticut Transit Traffic Service Rate is only applicable when calls do not terminate to an AT&T CONNECTICUT end user. The Connecticut Transit Traffic Service Rate is specified in Transit Traffic Service Appendix Pricing, attached hereto.

7. EFFECTIVE DATE; TERM

- 7.1 Notwithstanding anything to the contrary, this Transit Traffic Service Appendix shall become effective as of the date of the latter of: (1) the effective date(s) of individual interconnection agreement(s), entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and CARRIER, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the effective date of a non 251/252 agreement incorporating this Transit Traffic Service Appendix. The terms of this Transit Traffic Service Appendix shall expire upon the date of the earlier of: (1) the date of the expiration of each individual interconnection agreement, entered into pursuant to 47 U.S.C. 251/252 between AT&T-13STATE and CARRIER, for the state(s) in which the Transit Traffic Service under this Appendix is offered; or (2) the date of termination of a non 251/252 agreement incorporating this Transit Traffic Service Appendix.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 In entering into this Agreement, this Attachment, and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement, and/or this Attachment and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement or this Attachment, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement or this Attachment. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 8.2 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.

Schedule of Prices			
Service	Monthly Recurring	Nonrecurring Rate First	Nonrecurring Rate Additional
Transit Traffic Compensation			
Transit Rate per MOU	\$0.000960	None	None

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

**VANTAGE TELECOM, LLC; VANTAGE TELECOM, LLC D/B/A
NEWROADS TELECOM**



Signature: eSigned - Bill Stuckey

Signature: eSigned - William A. Bockelman

Name: eSigned - Bill Stuckey
 (Print or Type)

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

Title: President
 (Print or Type)

Title: Director
 (Print or Type)

Date: 10 Jun 2016

Date: 10 Jun 2016

Vantage Telecom, LLC; Vantage Telecom, LLC
 d/b/a Newroads Telecom

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

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	5019	5018	5018
OKLAHOMA	5019	394B	394B

Description	ACNA Code(s)
ACNA(s)	NRZ

**AMENDMENT TO THE AGREEMENT
BETWEEN
VANTAGE TELECOM, LLC
VANTAGE TELECOM, LLC D/B/A NEWROADS TELECOM
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS AND AT&T OKLAHOMA**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CARRIER are Parties to the Agreements as shown in the attached Exhibit A; and

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

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

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

WHEREAS, the Parties desire to add rates and provisions related to Transit Traffic Services, modify certain provisions related to Termination of Agreement After Initial Term Expiration and to 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, Exhibit A – Listing of Agreements, Exhibit B - AT&T Transit Traffic Service Attachment, Exhibit C – Customer Information Services, and Exhibit D - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit D, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit D hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
 - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. **Transit Traffic Services**

- 5.1. Add Attachment – Transit Traffic Service, attached hereto, as Exhibit B and rates reflected in the Pricing Sheet(s), attached hereto as Exhibit D to the Agreement. The rates and provisions of Exhibit B and D shall apply to Transit Traffic Service provided in the State(s) of Arkansas and Oklahoma.

6. **Termination of Agreement After Initial Term Expiration**

- 6.1. The Parties agree to replace Section 4.2 of the General Terms and Conditions of the Agreement with the following:

6.1.1 For Arkansas:

- 4.2 The Agreement shall have a term ("Term") of three (3) years and 90 days commencing on the Effective Date.

6.1.2 For Oklahoma:

- 4.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on date = 2yr plus 90 days.

- 6.2 The Parties agree to replace Sections 4.3 through 4.12 for Arkansas and Sections 4.3 through 4.13 for Oklahoma of the General Terms and Conditions of the Agreement with the following:

4.3 Termination for Nonperformance or Breach:

- 4.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

- 4.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

4.4 Termination of Agreement after initial term expiration:

- 4.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GT&C.

- 4.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.

- 4.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC

wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

- 4.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 4.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 4.4.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 4.4.
- 4.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

7. Customer Information Services (CIS)

- 7.1. With the exception of 7.3 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.
- 7.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit C; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.
- 7.3. **Add the following provisions to the Attachment or Appendix for Resale**
- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

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.

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.

8. The Parties agree to replace Section 15 from the Agreement with the following language:

15. NOTICES

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

15.1.1 delivered by electronic mail (email).

15.1.2 delivered by facsimile.

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

15.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 15.4 below.

15.2.2 delivered by facsimile provided CLEC has provided such information in Section 15.4 below.

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

15.3.1 the date of actual receipt.

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

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

15.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Bill Stuckey President
STREET ADDRESS	300 Towson Avenue
CITY, STATE, ZIP CODE	Fort Smith, AR 72901

PHONE NUMBER*	(479) 494-0300
FACSIMILE NUMBER	(479) 494-0286
EMAIL ADDRESS	bstuckey@newroadstelecom.com
AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 15.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 15. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
 - 15.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 15. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - 15.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
9. The Parties agree to add the following definitions to the General Terms and Conditions in the Agreement:
- "AT&T-21STATE" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
- "AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 10. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
 - 11. 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.
 - 12. 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.

13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
15. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
16. For Oklahoma: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Vantage Telecom, LLC	INTERCONNECTION	3/20/06
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Vantage Telecom, LLC d/b/a Newroads Telecom	INTERCONNECTION	1/23/07

AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT B

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1.0 Introduction

1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider (“AT&T-TSP”) for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP’s End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

2.0 Definitions

The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.

2.1 “AT&T Transit Service Provider” or “AT&T-TSP” means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.

2.2 “Local” means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

2.3 “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

2.4 “Third Party Originating Carrier” means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP’s network and is delivered to CLEC.

2.5 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP’s network using AT&T-TSP’s Transit Traffic Service.

2.6 “Transit Traffic” means traffic originating on CLEC’s network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier’s network or traffic from a Third Party Originating Carrier’s network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.

2.7 “Transit Traffic MOUs” means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.

2.8 “Transit Traffic Service” is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP’s Tandem.

3.0 Responsibilities of the Parties

3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.

3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC’s network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

4.0 CLEC Originated Traffic

4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for

Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- 5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.
- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch subtends.
- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit

Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

6.4 In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

6.5 In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements.

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

8.0 Transit Traffic Rate Application

8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,

8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only

8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.3 AT&T MISSOURI only

8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

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

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

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

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTO), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.8 Breach of Contract:
- 4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.9 General Conditions for Listings:
- 4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

Pricing Sheet
Exhibit D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective through 6/30/17)		ZZUR2		\$ 0.0007			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)		ZZUR2		\$0.00			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU (Effective 7/1/2015 – 6/30/2016)		ZZUR2		\$ 0.0058000			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		\$ 0.0007			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU (Effective 7/1/2017)		ZZUR2		\$0.00			MOU
2MR-AT	AR	Transit Traffic Service	Transit Rate per Minute of Use - Zone 3		ZZUTN	3	\$ 0.002137	NA	NA	per minute of use
2MR-AT	AR	Transit Traffic Service	Transit Rate per Minute of Use - Zone 2		ZZUTN	2	\$ 0.002152	NA	NA	per minute of use
2MR-AT	AR	Transit Traffic Service	Transit Rate per Minute of Use - Zone 1		ZZUTN	1	\$ 0.002251	NA	NA	per minute of use
2MR-AT	AR	Transit Traffic Service	Transiting OCA - Optional Area				\$ 0.004000	NA	NA	per minute of use
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				NA	\$ 0.0585	NA	per listing
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$ 0.0585	NA	NA	per listing
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub				\$ 2.10	NA	NA	per listing
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	

Pricing Sheet
Exhibit D

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2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		\$0.0007	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	OK	Transit Traffic Service	Transit Rate (Zone 1 - Rural)		ZZUTN	1	\$0.001770	NA	NA	per minute of use
2MR-AT	OK	Transit Traffic Service	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	\$0.001485	NA	NA	per minute of use
2MR-AT	OK	Transit Traffic Service	Transit Rate (Zone 3 - Metro)		ZZUTN	3	\$0.001356	NA	NA	per minute of use
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Initial Load, per listing				\$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Update, per listing				\$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub				\$2.10	NA	NA	per listing
6	OK	DIRECTORY LISTING PRODUCT	Emergency Message Service					NA	NA	
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN

INTERCONNECTION AMENDMENT

BETWEEN

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

AND

VANTAGE TELECOM, LLC

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

Vantage Telecom, LLC

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
VANTAGE TELECOM, LLC
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T OKLAHOMA**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A,

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit B to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
 - i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
11. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE’s prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC’s End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Vantage Telecom, LLC	Interconnection	3/15/06
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Vantage Telecom, LLC	Interconnection	12/7/06

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation - Cross Connect		UCXC2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation - Cross Connect		UCXC4	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD4	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS1 to Collocation		UCXHX	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS3 to Collocation		UCXJX	
AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	

Exhibit A

AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

Exhibit A

OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3

AMENDMENT

BETWEEN

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

AND

**VANTAGE TELECOM, LLC, VANTAGE TELECOM, LLC D/B/A
NEWROADS TELECOM**

Signature: eSigned - Jim Horsburgh

Signature: eSigned - Kristen E. Shore

Name: eSigned - Jim Horsburgh
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: Chief Strategy Officer
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 22 Jul 2022

Date: 25 Jul 2022

**Vantage Telecom, LLC, Vantage Telecom, LLC
d/b/a Newroads Telecom**

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
VANTAGE TELECOM, LLC, VANTAGE TELECOM, LLC D/B/A NEWROADS TELECOM
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS AND AT&T OKLAHOMA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS and AT&T OKLAHOMA ("AT&T") and Vantage Telecom, LLC, Vantage Telecom, LLC d/b/a Newroads Telecom ("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 the Interconnection Agreements as shown in the attached Exhibit C, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; 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, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. 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 be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Exhibit C

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Date Signed
between Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Vantage Telecom, LLC d/b/a Newroads Telecom	Interconnection Agreement	12/7/2006
between Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Vantage Telecom, LLC	Interconnection Agreement	3/15/2006

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
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS1 Interoffice Transport, First Mile (Effective July 12, 2022 - July 11, 2023)		ULNHS		\$ 75.00	\$ 310.00	\$ 220.00	first mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS1 Interoffice Transport, First Mile (Effective July 12, 2023 - July 11, 2024)		ULNHS		\$ 150.00	\$ 310.00	\$ 220.00	first mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS1 Interoffice Transport, First Mile (Effective July 12, 2024 - July 11, 2025)		ULNHS		\$ 750.00	\$ 310.00	\$ 220.00	first mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile (Effective July 12, 2022 - July 11, 2023)		ULNHS		\$ 25.20	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile (Effective July 12, 2023 - July 11, 2024)		ULNHS		\$ 50.40	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile (Effective July 12, 2024 - July 11, 2025)		ULNHS		\$ 252.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile (Effective July 12, 2022 - July 11, 2023)		ULNJS		\$ 1,222.50	\$ 338.00	\$ 236.00	first mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile (Effective July 12, 2023 - July 11, 2024)		ULNJS		\$ 2,445.00	\$ 338.00	\$ 236.00	first mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile (Effective July 12, 2024 - July 11, 2025)		ULNJS		\$12,225.00	\$ 338.00	\$ 236.00	first mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile (Effective July 12, 2022 - July 11, 2023)		ULNJS		\$ 177.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile (Effective July 12, 2023 - July 11, 2024)		ULNJS		\$ 354.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile (Effective July 12, 2024 - July 11, 2025)		ULNJS		\$ 1,770.00	NA	NA	additional mile
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4BX		\$ 270.00	\$ 260.00	\$ 161.00	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4BX		\$ 540.00	\$ 260.00	\$ 161.00	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4BX		\$ 2,700.00	\$ 260.00	\$ 161.00	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2022 - July 11, 2023)		UM4AX		\$ 1,222.50	\$1,372.00	\$ 813.00	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2023 - July 11, 2024)		UM4AX		\$ 2,445.00	\$1,372.00	\$ 813.00	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11, 2025)		UM4AX		\$12,225.00	\$1,372.00	\$ 813.00	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2022 - July 11, 2023)		UXRA1	1	\$ 1.42	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2023 - July 11, 2024)		UXRA1	1	\$ 2.84	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2024 - July 11, 2025)		UXRA1	1	\$ 14.20	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2022 - July 11, 2023)		UXRA2	2	\$ 1.57	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2023 - July 11, 2024)		UXRA2	2	\$ 3.14	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2024 - July 11, 2025)		UXRA2	2	\$ 15.70	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2022 - July 11, 2023)		UXRA3	3	\$ 1.57	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2023 - July 11, 2024)		UXRA3	3	\$ 3.14	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESAL TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2024 - July 11, 2025)		UXRA3	3	\$ 15.70	\$ 105.70	\$ 69.40	

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
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	\$ 223.48	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	\$ 446.96	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	\$2,234.80	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	\$ 138.28	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	\$ 276.56	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	\$1,382.80	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	\$ 117.13	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	\$ 234.26	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	\$1,171.30	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	\$ 210.60	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	\$ 421.20	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	\$2,106.00	\$ 301.93	\$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	\$ 11.52	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	\$ 23.04	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	\$ 115.20	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	\$ 21.25	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	\$ 42.50	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	\$ 212.50	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	\$ 3.36	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	\$ 6.72	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	\$ 33.60	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	\$ 4.48	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	\$ 8.96	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	\$ 44.80	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	\$3,011.68	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	\$6,023.36	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	#####	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	\$1,835.59	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	\$3,671.18	\$ 336.40	\$ 218.88	first mile

LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	#####	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	\$1,234.17	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	\$2,468.34	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	#####	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	\$2,544.46	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	\$5,088.92	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	#####	\$ 336.40	\$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	\$ 240.21	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	\$ 480.42	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	\$2,402.10	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	\$ 411.52	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	\$ 823.04	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	\$4,115.20	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	\$ 88.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	\$ 176.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	\$1,320.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	\$ 87.19	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	\$ 174.38	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	\$ 871.90	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG (Effective July 12, 2022 - July 11, 2023)		UM4BX		\$ 274.24	\$ 178.12	\$ 105.56	
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG (Effective July 12, 2023 - July 11, 2024)		UM4BX		\$ 548.48	\$ 178.12	\$ 105.56	
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG (Effective July 12, 2024 - July 11, 2025)		UM4BX		\$2,742.40	\$ 178.12	\$ 105.56	
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)		UM4AX		\$ 948.76	\$ 895.90	\$ 522.41	
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)		UM4AX		\$1,897.52	\$ 895.90	\$ 522.41	
LWT	OK	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)		UM4AX		\$9,487.60	\$ 895.90	\$ 522.41	

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
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS		\$ 50.00	\$ 310.00	\$ 220.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS		\$ 16.80	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS		\$ 815.00	\$ 338.00	\$ 236.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS		\$ 118.00	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		\$ 180.00	\$ 260.00	\$ 161.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		\$ 815.00	\$1,372.00	\$ 813.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1	\$ 0.95	\$ 105.70	\$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2	\$ 1.05	\$ 105.70	\$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3	\$ 1.05	\$ 105.70	\$ 69.40	

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
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$ 148.99	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	\$ 92.19	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$ 78.09	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	\$ 140.40	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$ 7.68	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	\$ 14.17	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$ 2.24	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	\$ 2.99	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	\$2,007.79	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	\$1,223.73	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	\$ 822.78	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	\$1,696.31	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$ 160.14	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	\$ 274.35	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$ 58.67	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	\$ 58.13	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX		\$ 182.83	\$ 178.12	\$ 105.56	
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX		\$ 632.51	\$ 895.90	\$ 522.41	