

AGREEMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI AND
AT&T TENNESSEE**

AND

TELEPAK NETWORKS, INC.

Signature: eSigned - Alan JonesSignature: eSigned - Kristen E. ShoreName: eSigned - Alan Jones
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Chief Network Officer
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 25 Jul 2022Date: 25 Jul 2022**Telepak Networks, Inc.****BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T
MISSISSIPPI and AT&T TENNESSEE by AT&T
Services, Inc., its authorized agent**

GENERAL TERMS AND CONDITIONS

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COMMERCIAL AGREEMENT

GENERAL TERMS AND CONDITIONS

This Agreement by and between one or more of the AT&T Inc. owned ILECs hereinafter referred to as BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AT&T TEXAS and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Telepak Networks, Inc. ("CARRIER" also referenced as "Telepak Networks, Inc."), (a Mississippi Corporation), (referred to herein collectively as, the "Parties"; each, a "Party"), and shall apply to the State(s) of Alabama, Florida, Louisiana, Mississippi and Tennessee. This Agreement sets forth the prices, terms, and conditions under which AT&T-21STATE agrees to provide Local Wholesale Transport ("LWT") as described herein to CARRIER.

WHEREAS, the Parties acknowledge and agree that the provisions set forth in this Agreement are not subject to and/or required by the Communications Act of 1934, as amended ("Act") including, without limitation, Sections 251/252 of the Telecommunications Act of 1996 and any regulation or rule of the FCC or any state commission, and are not subject to negotiation and/or arbitration under Section 252 of the Act unless both Parties otherwise agree in a writing signed by both Parties.

WHEREAS, for purposes of this Agreement, CARRIER represents that it has acquired, or intends to acquire, the authority to offer Telephone Exchange Service to End Users and operate where one or more of the AT&T Inc. entities, hereinafter referred to, as applicable for the state to which this agreement by its terms applies: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AT&T TEXAS and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, the Incumbent Local Exchange Carrier(s).

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 INTRODUCTION

- 1.1 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, and Attachments, including Attachment - Local Wholesale Transport (LWT), Attachment – Operations Support Systems (OSS) and any Schedule(s) immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.
- 1.2 Definitions included within this Agreement in Section 2.0 below are provided solely as a means to inform and define common terms applicable to LWT and related services that may or may not be relevant to this Agreement and do not constitute or imply an obligation of AT&T-21STATE to provide access to such services as defined, unless expressly outlined elsewhere within the Agreement.

2.0 DEFINITIONS

- 2.1 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-21STATE to the CARRIER community.
- 2.2 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

- 2.3 “Affiliate” is as defined in the Act.
- 2.4 “Agreement” means the Commercial Agreement between AT&T-21STATE and CARRIER to which the Attachment - Local Wholesale Transport (LWT) is attached and incorporated.
- 2.5 “Alternate Billing Service (ABS)” or “Alternately Billed Traffic (ABT)”, means the service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.
- 2.6 “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs, and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.7 “AT&T Inc.” (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE; Illinois Bell Telephone Company, LLC 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company 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. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.
- 2.8 “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.
- 2.9 “AT&T-12STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.10 “AT&T-10STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.11 “AT&T-9STATE” means the AT&T-owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.
- 2.12 “AT&T-7STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.13 “AT&T-4STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.14 “AT&T ALABAMA” means the AT&T-owned ILEC doing business in Alabama.
- 2.15 “AT&T ARKANSAS” means the AT&T-owned ILEC doing business in Arkansas.
- 2.16 “AT&T CALIFORNIA” means the AT&T-owned ILEC doing business in California.
- 2.17 “AT&T FLORIDA” means the AT&T-owned ILEC doing business in Florida.
- 2.18 “AT&T GEORGIA” means the AT&T-owned ILEC doing business in Georgia.
- 2.19 “AT&T ILLINOIS” means the AT&T-owned ILEC doing business in Illinois.
- 2.20 “AT&T INDIANA” means the AT&T-owned ILEC doing business in Indiana.
- 2.21 “AT&T KANSAS” means the AT&T-owned ILEC doing business in Kansas.
- 2.22 “AT&T KENTUCKY” means the AT&T-owned ILEC doing business in Kentucky.
- 2.23 “AT&T LOUISIANA” means the AT&T-owned ILEC doing business in Louisiana.
- 2.24 “AT&T MICHIGAN” means the AT&T-owned ILEC doing business in Michigan.
- 2.25 “AT&T MIDWEST REGION 5-STATE” means the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan,

Ohio, and Wisconsin.

- 2.26 “AT&T MISSISSIPPI” means the AT&T-owned ILEC doing business in Mississippi.
- 2.27 “AT&T MISSOURI” means the AT&T-owned ILEC doing business in Missouri.
- 2.28 “AT&T NEVADA and AT&T Wholesale” means the AT&T-owned ILEC doing business in Nevada.
- 2.29 “AT&T NORTH CAROLINA” means the AT&T-owned ILEC doing business in North Carolina.
- 2.30 “AT&T OHIO” means the AT&T-owned ILEC doing business in Ohio.
- 2.31 “AT&T OKLAHOMA” means the AT&T-owned ILEC doing business in Oklahoma.
- 2.32 “AT&T SOUTH CAROLINA” means the AT&T-owned ILEC doing business in South Carolina.
- 2.33 “AT&T SOUTHEAST REGION 9-STATE” means the AT&T-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.
- 2.34 “AT&T SOUTHWEST REGION 5-STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.35 “AT&T TENNESSEE” means the AT&T-owned ILEC doing business in Tennessee.
- 2.36 “AT&T TEXAS” means the AT&T-owned ILEC doing business in Texas.
- 2.37 “AT&T WEST REGION 2-STATE” means the AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.38 “AT&T WISCONSIN” means the AT&T-owned ILEC doing business in Wisconsin.
- 2.39 “Audited Party” means the Party being audited by the Auditing Party.
- 2.40 “Auditing Party” means the Party conducting an audit of the Audited Party’s books, records, data, and other documents.
- 2.41 “Bill Due Date” means thirty (30) calendar days from the bill date.
- 2.42 “Billed Party” means the recipient Party of a bill rendered from the Billing Party.
- 2.43 “Billing Party” means the Party rendering a bill.
- 2.44 “Business Day” means Monday through Friday, excluding holidays on which the applicable AT&T-21STATE ILEC does not provision new retail services and products.
- 2.45 “CABS” means the Carrier Access Billing System.
- 2.46 “Carrier” means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-21STATE’s franchised area.
- 2.47 “Cash Deposit” means a cash security deposit in U.S. dollars held by AT&T-21STATE.
- 2.48 “Central Office Switch (CO)” means the switching entity within the public switched Telecommunications network, including but not limited to: “End Office Switch” or “End Office” means the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services. An End Office Switch does not include a PBX. “Tandem Office Switch” or “Tandem(s)” are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.49 “Claim” means any pending or threatened claim, action, proceeding or suit.
- 2.50 “Commission” means the applicable State agency with regulatory authority over certain Telecommunications Services. The following is a list of the appropriate State agencies:
 - 2.50.1 the Alabama Public Service Commission (APSC);
 - 2.50.2 the Arkansas Public Service Commission (AR-PSC);
 - 2.50.3 the California Public Utilities Commission (CPUC);
 - 2.50.4 the Florida Public Service Commission (FPSC);

- 2.50.5 the Georgia Public Service Commission (GPSC);
 - 2.50.6 the Illinois Commerce Commission (IL-CC);
 - 2.50.7 the Indiana Utility Regulatory Commission (IURC);
 - 2.50.8 the Kansas Corporation Commission (KS-CC);
 - 2.50.9 the Kentucky Public Service Commission (KPSC);
 - 2.50.10 the Louisiana Public Service Commission (LPSC);
 - 2.50.11 the Michigan Public Service Commission (MI-PSC);
 - 2.50.12 the Mississippi Public Service Commission (MPSC);
 - 2.50.13 the Missouri Public Service Commission (MO-PSC);
 - 2.50.14 the Public Utilities Commission of Nevada (NV-PUC);
 - 2.50.15 the North Carolina Utilities Commission (NCUC);
 - 2.50.16 the Public Utilities Commission of Ohio (PUC-OH);
 - 2.50.17 the Oklahoma Corporation Commission (OK-CC);
 - 2.50.18 the Public Service Commission of South Carolina (PSCSC);
 - 2.50.19 the Tennessee Public Utility Commission (TPUC);
 - 2.50.20 the Public Utility Commission of Texas (PUC-TX); and
 - 2.50.21 the Public Service Commission of Wisconsin (PSC-WI).
- 2.51 “Common Channel Signaling (CCS)” means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.52 “Common Language Location Identifier (CLLI)” means the codes that provide a unique eleven (11) character representation of a network interconnection point. The first eight (8) characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 2.53 “Competitive Local Exchange Carrier (CARRIER)” means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-21STATE’s franchised area.
- 2.54 “Delaying Event” means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.54.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 2.54.2 any delay, act, or failure to act by the other Party or its End User, agent, or subcontractor; or
 - 2.54.3 any Force Majeure Event.
- 2.55 “Discontinuance Notice” means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the LWT and related services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party’s Notice of Unpaid Charges.
- 2.56 “Disputed Amounts” as used in Section 11.8 below, means the amount that the Disputing Party contends is incorrectly billed.
- 2.57 “Disputing Party” as used in Section 11.8 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

- 2.58 "Electronic File Transfer (EFT)" means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.59 "End User(s)" means a Third-Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.60 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 2.61 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.62 "FCC" means the Federal Communications Commission.
- 2.63 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 2.64 "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.
- 2.65 "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 2.66 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.67 "Integrated Services Digital Network (ISDN)" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two (2) 64 Kbps bearer channels and one (1) 16 Kbps data channel (2B+D).
- 2.68 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.69 "InterLATA" is as defined in the Act.
- 2.70 "IntraLATA Toll Traffic" means the IntraLATA traffic, regardless of the transport protocol method, between two locations within one LATA where one of the locations lies outside of the mandatory local calling area as defined by the Commission.
- 2.71 "Late Payment Charge" means the charge that is applied when a CARRIER fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CARRIER after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date, or if the CARRIER does not submit the Remittance Information.
- 2.72 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-21STATE naming the AT&T-owned ILEC(s) designated by AT&T-21STATE as the beneficiary(ies) thereof and otherwise on the AT&T-21STATE Letter of Credit form.
- 2.73 "Line Information Data Base (LIDB)" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 2.74 "Local Access and Transport Area (LATA)" is as defined in the Act.
- 2.75 "Local Exchange Carrier (LEC)" is as defined in the Act.
- 2.76 "Local Service Provider (LSP)" means the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 2.77 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by CARRIER, including, but not limited to orders to add, establish, change, or disconnect services.
- 2.78 "Network Data Mover (NDM)" or "Connect Direct" means the industry standard protocol for transferring information electrically.

- 2.79 “Non-Paying Party” is the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.80 “North American Numbering Plan (NANP)” means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.
- 2.81 “Notice” is official correspondence between the Parties sent in accordance with Notice Sections 19.1-19.7 of this General Terms and Conditions.
- 2.82 “Numbering Plan Area (NPA)” also called area code, means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic: 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).
- 2.83 “NXX” or “Central Office Code” is the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.84 “Offerings” means all of the AT&T-21STATE products being made available, and activities being performed by AT&T-21STATE, under this Agreement, including, without limitation, LWT.
- 2.85 “Operating Company Number (OCN)” means the numeric Company Code assigned by NECA identifying CARRIER as a Resale or UNE provider.
- 2.86 “Operations Support Systems (OSS)” means the suite of functions which permits CARRIER to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing as described in the Attachment – Operations Support Systems (OSS) herein.
- 2.87 “Party” means either CARRIER 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 CARRIER and the AT&T-owned ILEC.
- 2.88 “Past Due” means when a CARRIER fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CARRIER 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-21STATE as of the Bill Due Date (individually and collectively means Past Due).
- 2.89 “Person” means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 2.90 “Remittance Information” means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 2.91 “Service Start Date” means the date on which services were first supplied under this Agreement.
- 2.92 “Surety Bond” means a bond from a Bond company with a credit rating by AMBEST better than a “B”. The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.
- 2.93 “Tax” or “Taxes” means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any LWT and related services purchased under this Agreement.
- 2.94 “Telecommunications” is as defined in the Act.
- 2.95 “Telecommunications Carrier” is as defined in the Act.

- 2.96 “Telecommunications Service” is as defined in the Act.
- 2.97 “Telephone Exchange Service” is as defined in the Act.
- 2.98 “Third Party” is any Person other than a Party.
- 2.99 “Trunk” means a communication line between two switching systems.
- 2.100 “Unpaid Charges” means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.
- 2.101 “Wire Center” means the location of one (1) or more local switching systems. It is also a point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

3.0 INTERPRETATION AND CONSTRUCTION

3.1 Definitions:

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

3.2 Headings Not Controlling:

- 3.2.1 The headings and numbering of Sections, Parts, Attachments, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 3.2.2 This Agreement incorporates a number of Attachments which, together with their associated Exhibits, Schedules, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is understood that these groupings are for convenience of reference only and are not intended to limit the applicability that any particular Attachment, Exhibit, Schedule, or Addenda may otherwise have.

3.3 Referenced Documents:

- 3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-21STATE’s technical guideline or referenced AT&T-21STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-21STATE’s CLEC Online website.

3.4 References:

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

3.5 Tariff References:

- 3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-21STATE

services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, guidebook, price list, Accessible Letter, other agreement or other publicly posted notice applicable to which AT&T-21STATE provides such services as a result of detariffing or deregulation.

- 3.5.2 Wherever the term “customer” is used in connection with AT&T-21STATE’s retail tariffs, the term “customer” means the ultimate consumer or the End User of any tariffed service.

3.6 Conflict in Provisions:

- 3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule, or Addenda 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 LWT and related services or activities listed in that particular Attachment, Exhibit, Schedule, or Addenda. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Attachment will control the length of time that services or activities are to occur under that Attachment but will not affect the Term length of the remainder of this Agreement.

3.7 Joint Work Product:

- 3.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for LWT and related services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

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

3.9 Scope of Obligations:

- 3.9.1 Notwithstanding anything to the contrary contained herein, AT&T-21STATE’s obligations under this Agreement shall apply only to:
- 3.9.1.1 the specific operating area(s) or portion thereof in which AT&T-21STATE is then deemed to be the ILEC under the Act (the “ILEC Territory”), and only to the extent that the CARRIER is operating and offering service to End Users identified to be residing in such ILEC Territory; and
 - 3.9.1.2 assets that AT&T-21STATE owns or leases and which are used in connection with AT&T-21STATE’s provision to CARRIER of any LWT and related services provided or contemplated under this Agreement referenced herein (individually and collectively, the “ILEC Assets”).
- 3.9.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide CARRIER with access to the LWT and related services governed by the prices, terms and conditions set forth in this Agreement in AT&T-21STATE’s incumbent local Exchange Areas for the provision of CARRIER’s Telecommunications Services. AT&T-21STATE has no obligation to provide such LWT and related services to CARRIER for the purposes of CARRIER providing and/or extending service outside of AT&T-21STATE’s incumbent local Exchange Areas. Therefore, the Parties understand and agree that the prices, terms, and conditions set forth in this Agreement shall only apply to the Parties and be available to CARRIER for provisioning Telecommunication Services within an AT&T-21STATE incumbent local Exchange Area(s) in

the State in which this Agreement is in effect.

3.10 Affiliates:

- 3.10.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-21STATE, CARRIER and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CARRIER. CARRIER further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-21STATE and any such CARRIER Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CARRIER and any such CARRIER Affiliate for the term of this Agreement as stated herein, (subject to any early termination due to default), until either AT&T-21STATE or CARRIER or any such CARRIER Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supersede a currently effective agreement between any such CARRIER Affiliate and AT&T-21STATE until the expiration of such other agreement.

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC is solely responsible for all LWT and related services it provides to its End Users and to other Telecommunications Carriers.
- 4.2 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.3 The embedded base of LWT will be converted effective July 12, 2022, without the need for CARRIER to submit a service order.

5.0 LWT PRICING

- 5.1 The prices for LWT are set forth in the Pricing Schedule in this Agreement. All other related/applicable recurring and non-recurring charges for LWT, including, the associated ordering, provisioning, billing, and maintenance of LWT will be the same as those used for UNE Transport, which are found in the Pricing Schedule, incorporated herein by reference, from the applicable currently effective interconnection agreement(s) by or between AT&T-21STATE and CARRIER, which are hereby incorporated by reference for convenience of the Parties.
- 5.2 If CARRIER has any LWT for which components are not currently in the Pricing Schedule or as described in this Section 5.0, AT&T-21STATE reserves the right to charge a market-based price and the Parties shall amend this Agreement to include such terms, conditions, and prices.
- 5.3 For LWT, rates in the Pricing Schedule attached hereto will be effective as of July 12, 2022. In the event this agreement is executed after July 12, 2022, the rates will be applied retroactively to July 12, 2022. In the event this Agreement is effective after end of the Initial Term, AT&T may modify the prices upon thirty (30) days written notice to CARRIER or via an Accessible Letter.
- 5.4 Duplicate Bill Charge - per incident. This charge shall apply each time CARRIER requests a duplicate production of a bill, whether in the current or any past cycle (as may be available), when the original bill previously rendered by AT&T-21STATE does not have any defects that prohibit its processing or use by CARRIER.
- 5.5 Non-EFT Payment Charge - per incident. This charge shall apply when CARRIER renders any payment hereunder by manner other than as required by Section 11.5 of the General Terms and Conditions. By way of example only, payments made via check, cash, or money order are subject to this charge.
- 5.6 In the LWT Pricing Schedule where prices are shown as monthly, a month will be defined as a calendar month. The minimum term for each LWT will be one (1) month. After the initial month for an LWT, billing will be on the basis of whole or fractional months used.

6.0 INSURANCE

- 6.1 At all times during the term of this Agreement, CARRIER shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable

Law:

6.1.1 With respect to CARRIER's performance under this Agreement, and in addition to CARRIER's obligation to indemnify, CARRIER shall at its sole cost and expense:

6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:

6.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later.

6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and

6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CARRIER may procure insurance from the state fund of the state where work is to be performed; and

6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits upon written demand by AT&T. CARRIER, or its issuing insurance company, shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. Upon AT&T's request, CARRIER shall deliver such certificates, and copy the AT&T Notices Manager herein:

6.1.1.4.1 prior to the submission of a CLEC Profile to AT&T-21STATE; and

6.1.1.4.2 prior to implementation of this Agreement and prior to commencement of any Work.

6.1.1.4.3 prior to submitting an LSRs and/or ASRs and /or any other service requests; and

6.1.1.4.4 prior to expiration of any insurance policy required in this Section 6.0; and

6.1.1.4.5 within thirty (30) days of AT&T-21STATE demand; and

6.1.1.4.6 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.

6.1.2 The Parties agree:

6.1.2.1 the failure of AT&T-21STATE to demand such certificate of insurance or failure of AT&T-21STATE to identify a deficiency will not be construed as a waiver of CARRIER's obligation to maintain the insurance required under this Agreement;

6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CARRIER, nor be deemed as a limitation on CARRIER's liability to AT&T-21STATE in this Agreement;

6.1.2.3 CARRIER may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

6.1.2.4 CARRIER is responsible for any deductible or self-insured retention.

6.2 The insurance coverage required by this Section 6.0 includes:

6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

- 6.2.1.1 \$500,000 for Bodily Injury – each accident; and
- 6.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
- 6.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
- 6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers, and employees.
- 6.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, CARRIER shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
- 6.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - 6.2.3.1 \$2,000,000 General Aggregate limit; and
 - 6.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 6.2.3.3 \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
 - 6.2.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and
 - 6.2.3.5 \$1,000,000 each occurrence limit for Products/Completed Operations; and
 - 6.2.3.6 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).
- 6.2.4 The Commercial General Liability insurance policy must:
 - 6.2.4.1 include AT&T-21STATE, its Affiliates, and their directors, officers, and employees as Additional Insured CARRIER; and
 - 6.2.4.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-21STATE.
- 6.2.5 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- 6.3 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

7.0 ASSIGNMENT

- 7.1 CARRIER may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliate without the prior written consent of AT&T-21STATE, which shall not be unreasonably withheld. Any attempted assignment or transfer that is not permitted is void ab initio and shall be considered an Event of Default.
- 7.2 CARRIER 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-21STATE; 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, CARRIER 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 commercial agreement with AT&T-21STATE. Any attempted assignment or transfer that is not permitted is void ab initio.
- 7.3 Corporate Name Change and/or change in "d/b/a" only:
 - 7.3.1 Any assignment or transfer of an Agreement wherein only the CARRIER name is changing, and which does not include a change to a CARRIER OCN/ACNA, constitutes a CARRIER Name Change. For a CARRIER Name Change, CARRIER will incur a record order charge for each CARRIER CABS BAN. Rates for service

order charges are contained in the Pricing Schedule as described in Section 5.0 above.

7.4 Company Code Change:

7.4.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "CARRIER Company Code Change". For the purposes of this Section 7.0, "assets" means any LWT and related services provided under that Agreement. CARRIER shall provide AT&T-21STATE with ninety (90) calendar days advance written Notice of any assignment associated with a CARRIER Company Code Change and obtain AT&T-21STATE's consent. AT&T-21STATE shall not unreasonably withhold consent to a CARRIER Company Code Change; provided, however, AT&T-21STATE's consent to any CARRIER 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 AT&T Wholesale Customer Merger and Acquisition process. In addition, CARRIER acknowledges that CARRIER may be required to tender additional assurance of payment if requested under the terms of this Agreement.

7.4.2 For any CARRIER Company Change, CARRIER must submit a service order changing the OCN/ACNA for each End User record or each circuit ID number as applicable. CARRIER shall pay the appropriate service order charges as applicable for each service order submitted to accomplish a Company Code Change. In addition, CARRIER shall submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates as described in Section 5.0 above.

7.5 Assignment of Facilities:

7.5.1 Any assignment or transfer of any facility provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CARRIER to CARRIER migration. The CARRIER that is a Party to this Agreement shall provide AT&T-21STATE with ninety (90) calendar days advance written Notice of any CARRIER to CARRIER migration. CARRIER's written Notice shall include the anticipated effective date of the assignment or transfer. To the extent orders are required to effectuate the migration, the Parties will mutually agree on an operational timeline. The acquiring CARRIER must cure any outstanding charges associated with any facilities to be transferred. In addition, the acquiring CARRIER may be required to tender additional assurance of payment if requested under the terms of the acquiring CARRIER's agreement.

7.5.2 Both CARRIERS involved in any CARRIER to CARRIER migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and Commission rules relating to notice(s) to End Users. The acquiring CARRIER shall be responsible for issuing all service orders required to migrate any facility provided hereunder. The appropriate service order charge(s) will apply as specified in Section 5.0 above.

7.6 Project Coordination:

7.6.1 When mutually agreed to by both Parties, AT&T-21STATE will provide project management support to effectuate changes of the types identified in Section 7.5 above.

7.6.1.1 AT&T-21STATE will provide project management support to minimize any possible service outages during any CARRIER to CARRIER migration. Should AT&T-21STATE's most current version of LSOR or ASOR guidelines not support the required order activity, AT&T-21STATE will issue service orders at the manual service order rate, as specified in Section 5.0 above, based upon type of service provided, and on the condition that CARRIER provides to AT&T-21STATE any and all information AT&T-21STATE reasonably requests to effectuate such changes.

7.7 Intercept Announcement:

7.7.1 When an End User changes its service provider from AT&T-21STATE to CARRIER or from CARRIER to AT&T-21STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish an intercept announcement on the original telephone number that specifies the number has been disconnected or is no longer in service in accordance with any applicable state laws, rules, or tariffs.

8.0 EFFECTIVE DATE, TERM AND TERMINATION

8.1 Effective Date:

- 8.1.1 In AT&T-21STATE, the Effective Date of this Agreement shall be ten (10) calendar days after both Parties' final authorizing signatures have been affixed to this Agreement (the "Effective Date").

8.2 Term:

- 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 11, 2025 (the "Term"). Upon expiration of the Term ("Expiration Date"), absent receipt of Notice of Termination or Notice of Expiration by either Party, this Agreement shall continue month-to-month. If the Agreement continues to survive on a month-to-month basis, either Party may terminate the Agreement by providing Notice of Termination. Such notice must be provided with at least thirty (30) days advance notice of the date the Agreement will terminate ("Termination Date"). To the extent services exist after the Expiration Date (including any services that exist beyond the Termination Date, the prices and terms for such services shall be the prices and terms for services in effect as of the Expiration Date, except such prices may be raised or lowered at any time by AT&T upon thirty (30) days' Notice.

- 8.2.2 Either on or following the Termination Date of this Agreement, if the Parties have not entered into a new agreement neither Party should have any further obligation under this Agreement in such state (or states) except that:

8.2.2.1 Each Parties' confidentiality obligations shall survive; and

8.2.2.2 Each Party shall promptly pay all amounts (including any late fees as applicable) owed under this Agreement:

8.2.2.2.1 as provided in Section 38.0 below, Survival; and

8.2.2.2.2 as may be provided elsewhere in this Agreement (including the Attachments).

8.3 Termination for Nonperformance or Breach:

- 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any LWT and related service 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 Party against which the claim of nonperformance or breach is made materially and in good faith disagrees with the claim, it shall notify the claiming Party of its disagreement in writing by 5:00 p.m. Central Time of the 14th day following receipt of the nonperformance/breach notice, providing with specificity the basis for its disagreement, and the dispute shall then be resolved between the Parties pursuant to Section 11 (Billing), Section 12 (Non-Payment and Procedures for Disconnection), and Section 13 (Dispute Resolution) below. If the nonperformance/breach is not disputed in a timely manner, the Party shall cure the nonperformance/breach and certify in writing to the other by deadline on the 45th day that the nonperformance/breach has been cured. 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.

8.4 Termination for Federal or State Governmental Action:

- 8.4.1 In the event that any federal or state government action (including by a regulatory agency, a court, or a legislature) requires AT&T-21STATE to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement to CARRIER, any other telecommunications carrier, or any other person or entity, or b) permit or otherwise allow CARRIER, any other telecommunications carrier or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement, including by way of example, prices or price structure/application

arrangements different than agreed to, the Parties agree, except to the extent prohibited by law, to waive their respective rights to such change in this Agreement, including but not limited to waiving any right they may have to obtain the terms available to other carriers, persons or entities as a result of such government action.

8.4.2 If the Parties are prohibited from legally waiving the effects of such government action, the procedures of Section 22 (Severability) shall be invoked to address those provisions that were required to be provided, modified, or otherwise made available to CARRIER, any other telecommunications carrier, or any other person or entity. Where the foregoing invocation of Section 22 results in a right to terminate and is the result of a state government action, the right to terminate shall arise only in the state in which such action occurred.

8.4.2.1 If such state government action only occurs in one state, AT&T-21STATE shall have the right to terminate the Agreement in that state by written notice to CARRIER. If such government action occurs at the federal level or in two (2) or more states, AT&T-21STATE shall have the right to terminate, at its election, the Agreement in its entirety or, alternatively, only in one (1) or more of the affected states, by written notice to CARRIER.

8.4.2.2 This Agreement shall be null and void automatically and in its entirety in any single state if this Section 8.4.2 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect in such state. This Agreement shall be null and void automatically and in its entirety if either a) by state government action in two (2) or more states, or b) by federal government action, this Section 8.4.2 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect by such state and/or federal government action(s).

8.4.2.3 Any termination or invalidation of this Agreement under this Section 8.4.2 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and AT&T-21STATE and CARRIER agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on CARRIER LWT End Users.

8.4.2.4 Each Party understands and acknowledges that (i) any right to terminate under this Section 8.4.2 becomes available even if this Agreement between the Parties themselves would otherwise be unaffected by the triggering federal, state, or local government action; and (ii) that this Section 8.4.2 (as well as Section 8.4.1) is triggered and applies on each occurrence of any federal or state government action described in Section 8.4.

8.4.3 Any termination or invalidation of this Agreement under this Section 8.4 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and AT&T-21STATE and CARRIER agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on CARRIER's customers (including without limitation its end user customers) who are being served using the LWT and related services hereunder.

8.5 Termination due to Event of Default:

8.5.1 In addition, AT&T-21STATE shall have the right, at its sole discretion, to terminate this Agreement if an "Event of Default" occurs, with neither any notice of default by AT&T-21STATE nor an opportunity for cure by CARRIER required. Such right shall be exercised by providing a written notice to terminate to CARRIER.

8.6 Termination of Agreement after Term expiration:

8.6.1 Where CARRIER has no End Users or is no longer purchasing any services under this Agreement, either Party may terminate the Agreement by providing "Notice of Termination" to the other Party. Such notice shall be provided no earlier than one hundred eight (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. After termination the Parties' liability under this Agreement shall be limited to obligations contained in Section 8.0 and under Section 38 (Survival) below contained herein.

8.6.2 Where CARRIER has End Users and/or is purchasing LWT and related services under this Agreement, either Party may seek to terminate this Agreement by providing a Notice of Termination. Such notice shall

be provided no earlier than one hundred eighty (180) days before the Expiration Date and may not specify termination before the Expiration Date unless mutually agreed to by the Parties. CARRIER shall cooperate in good faith to effect an orderly transition of service under this Agreement. CARRIER shall be solely responsible (including from a financial, operational, and administrative standpoint) to ensure that its End Users are transitioned to a new LEC or to other AT&T-21STATE wholesale services before the termination date of this Agreement. However, the failure to develop a transition plan shall not constitute a breach of this Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, disconnect all or any of the services at any time after the Termination Date.

8.6.3 The prices, terms and conditions of this Agreement shall continue in full force and effect, except as provided in Section 8.2.1, until the Termination Date. For avoidance of doubt, nothing in this Agreement obligates AT&T-21STATE after the Termination Date to continue to offer or provide any LWT and related service that were provided under this Agreement.

8.7 AT&T-21STATE may discontinue providing LWT at its discretion during the Term of this agreement subject to any applicable regulatory requirements.

9.0 END USER FRAUD AND PROHIBITED TRAFFIC

9.1 End User Fraud

9.1.1 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.

9.1.2 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

10.0 ASSURANCE OF PAYMENT

10.1 Upon request by AT&T-21STATE, CARRIER will provide AT&T-21STATE with the AT&T-21STATE Credit Profile form and provide information to AT&T-21STATE regarding CARRIER's credit and financial condition.

10.2 Assurance of payment may be requested by AT&T-21STATE:

10.2.1 If based on AT&T-21STATE's analysis of the AT&T-21STATE Credit Profile and other relevant information regarding CARRIER's credit and financial condition, AT&T reasonably concludes there is an impairment of the credit, financial health, or credit worthiness of CARRIER. Such impairment will be determined from information available from Third Party financial sources and CARRIER's payment history for agreed upon non-disputed amounts; or

10.2.2 CARRIER fails to timely pay a bill rendered to CARRIER by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CARRIER has complied with all requirements set forth in Section 12.3 below); and/or

10.2.3 CARRIER's gross monthly billing has increased, AT&T-21STATE reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CARRIER's "accounts receivables and proceeds"; or

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

10.3 If AT&T-21STATE requires CARRIER to provide a security deposit, CARRIER shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-21STATE's request, as applicable. Deposit request notices will be sent to CARRIER via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit

shall accrue and be applied or refunded in accordance with the terms in AT&T-21STATE's applicable Tariff.

- 10.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:
- 10.4.1 a Cash Deposit; or
 - 10.4.2 a Letter of Credit; or
 - 10.4.3 a Surety Bond.
- 10.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-21STATE, for LWT and related services to be furnished by AT&T-21STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CARRIER has received service from AT&T-21STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CARRIER or AT&T-21STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CARRIER and AT&T-21STATE shall agree on a level of estimated billings based on all relevant information.
- 10.6 To the extent that AT&T-21STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-21STATE Tariff. AT&T-21STATE will not pay interest on a Letter of Credit or a Surety Bond.
- 10.8 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one (1) of the following events:
- 10.8.1 CARRIER owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 10.8.2 CARRIER admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 10.8.3 The expiration or termination of this Agreement.
- 10.9 If AT&T-21STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-21STATE, CARRIER will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 10.4 above.
- 10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-21STATE makes a request for assurance of payment in accordance with the terms of this Section 10.10 then AT&T-21STATE shall have no obligation thereafter to perform under this Agreement until such time as CARRIER has furnished AT&T-21STATE with the assurance of payment requested; provided, however, that AT&T-21STATE will permit CARRIER a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 10.10.
- 10.11 In the event CARRIER fails to provide AT&T-21STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CARRIER may be suspended, discontinued, or terminated in accordance with the terms of Section 10.0 above. Upon termination of services, AT&T-21STATE shall apply any security deposit to CARRIER's final bill for its account(s). If CARRIER fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-21STATE may also invoke the provisions set forth in Section 12.0 below.
- 10.12 A Cash Deposit held by AT&T-21STATE shall be returned to CARRIER if the following conditions have been met:
- 10.12.1 Payment was made on bills rendered to CARRIER by AT&T-21STATE (except such portion of a bill that is

subject to a good faith, bona fide dispute and as to which CARRIER has complied with all requirements set forth in Section 12.3 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and

- 10.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CARRIER that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-21STATE shall in no way relieve CARRIER from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CARRIER as security under this Agreement, CARRIER shall renew such Letter of Credit or provide AT&T-21STATE with evidence that CARRIER has obtained a suitable replacement for the Letter of Credit. If CARRIER fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CARRIER account(s). If CARRIER provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CARRIER shall renew the Surety Bond or provide AT&T-21STATE with evidence that CARRIER has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CARRIER fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CARRIER's account(s). If the credit rating of any bonding company that has provided CARRIER with a Surety Bond provided as security hereunder has fallen below "B", AT&T-21STATE will provide written Notice to CARRIER that CARRIER must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-21STATE's written Notice. If CARRIER fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CARRIER's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-21STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CARRIER as security hereunder if CARRIER defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

11.0 BILLING

- 11.1 Unless otherwise stated, AT&T will render monthly bill(s) to CARRIER for charges where such charges may include, but are not limited to, LWT provided hereunder at the applicable prices set forth in the LWT Agreement Pricing Schedule and Section 5.0 above and Taxes as provided in Section 32.0. CARRIER will remit payment in full by the Bill Due Date.
- 11.2 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.
- 11.2.1 If any portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T-21STATE CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CARRIER may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.
- 11.3 If any charge incurred by AT&T-21STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-21STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill

Due Date to and including the date that the payment is actually made and available.

- 11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-21STATE. If the Remittance Information is not received with payment, AT&T-21STATE will be unable to apply amounts paid to CARRIER's accounts. In such event, AT&T-21STATE shall hold such funds until the Remittance Information is received. If AT&T-21STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.
- 11.5 CARRIER shall make all payments to AT&T-21STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-21STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. CARRIER must use the CCD+ or the CTX Standard Entry Class code. CARRIER and AT&T-21STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-21STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-21STATE is not liable for any delays in receipt of funds or errors in entries caused by CARRIER or Third Parties, including CARRIER's financial institution. CARRIER is responsible for its own banking fees.
- 11.6 Prior to establishing EFT, CARRIER will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T-21STATE's CLEC Online website. This form provides AT&T-21STATE with CARRIER's set up and contract information for electronic payments. AT&T-21STATE banking information will be provided by AT&T-21STATE Treasury & Remittance Operations on AT&T-21STATE approved forms after the CARRIER's completed ECF11 form is received, testing has completed and certification confirmed.
- 11.7 Processing of payments not made via electronic funds transfers through the ACH network may be delayed. CARRIER is responsible for any Late Payment Charges resulting from CARRIER's failure to use electronic funds transfers through the ACH network.
- 11.8 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) traffic or ISP-bound traffic, into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.
- 11.9 Requirements to Establish Escrow Accounts:
 - 11.9.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
 - 11.9.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 11.9.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 11.9.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.
 - 11.9.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
 - 11.9.2.1 the escrow account must be an interest bearing account;
 - 11.9.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;
 - 11.9.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

- 11.9.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 11.9.2.5 disbursements from the escrow account will be limited to those:
 - 11.9.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or
 - 11.9.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 13.7 below; or
 - 11.9.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 13.7 below.
- 11.10 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.2 above.
- 11.11 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.0 below.
- 11.12 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
 - 11.12.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
 - 11.12.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
 - 11.12.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
 - 11.12.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.8 above.
- 11.13 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 11.12.1 above and Section 11.12.3 above are completed within the times specified therein.
- 11.14 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 11.12 above shall be grounds for termination of the LWT and related services provided under this Agreement.
- 11.15 If either Party requests one (1) or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in Section 5.0 above, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

12.0 NON-PAYMENT AND PROCEDURES FOR DISCONNECTION

- 12.1 If a Party is furnished LWT and related services under the terms of this Agreement in more than one (1) state, Section 12.2 below through Section 12.10 below, inclusive, shall be applied separately for each such state.
- 12.2 Failure to pay charges shall be grounds for disconnection of LWT and related services furnished 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 Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.

- 12.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
- 12.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and
 - 12.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 12.3.3 pay all Disputed Amounts into an interest bearing escrow account that complies with the requirements set forth in Section 11.9 above; and
 - 12.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 11.9 above and deposited a sum equal to the Disputed Amounts into that account. Until evidence that the full amount of the Disputed Charges has been deposited into an escrow account that complies with Section 11.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.
- 12.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 13.0 below.
- 12.5 If the Non-Paying Party fails to:
- 12.5.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above.
 - 12.5.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.9 above within the time specified in Section 12.2 above.
 - 12.5.3 timely furnish any assurance of payment requested in accordance with Section 10.4 above; or
 - 12.5.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 12.5.1 through 12.5.4 of this Section 12.5 within ten (10) Business Days.
- If by 5:00 p.m. Central Time of the 10th day following receipt of a notice under this Section, CARRIER fails to (a) fully comply with each of Sections 12.3 through 12.5.4, or (b) make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, AT&T-21STATE may, in addition to exercising any other rights or remedies it may have under the law, without any further notice to CARRIER subject to Section 12.9, discontinue providing LWT .
- 12.6 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 12.5 above, and Sections 12.5.5.1 above and 12.5.5.2 above and 12.5.5.3 above:
- 12.6.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and
 - 12.6.2 will exclude any affected application, request, order, or service from any otherwise applicable Service Assurance provisions.
- 12.7 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 12.5. AT&T-21STATE has no liability to CARRIER or CARRIER's End Users in the event of disconnection of service to CARRIER and the provision of service for a limited transition period for any End Users by AT&T-21STATE in connection with such disconnection.
- 12.8 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.
- 12.9 The Parties shall comply with any applicable laws regarding the discontinuance of LWT or any other Offering hereunder. In the event of any inconsistency with any applicable law and this Section, Section 22 (Severability), shall

not affect the application of this Section to the full extent permitted by law.

12.10 Limitation on Back-billing and Credit Claims:

12.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

12.10.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any LWT and related services more than twelve (12) months after the LWT and related services were provided, when the ability or right to charge or the proper charge for the LWT and related services was the subject of an arbitration or other legal proceeding in a venue with jurisdiction, including any appeal of such action. In such cases, the time period for back-billing shall be the longer of (a) the period specified by the venue with jurisdiction in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge.

12.10.1.2 Back-billing and credit claims, as limited above, will apply to all LWT and related services purchased under this Agreement.

13.0 DISPUTE RESOLUTION

13.1 Finality of Disputes:

13.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twelve (12) months after the date the occurrence should reasonably have been discovered with the exercise of due care and attention. For example, the first bill with the erroneous charge is the date the occurrence should reasonably have been discovered.

13.2 Alternative to Litigation:

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

13.3 Commencing Dispute Resolution:

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

13.3.1.1 Service Center Dispute Resolution;

13.3.1.2 Informal Dispute Resolution; and

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

13.4 Service Center Dispute Resolution - The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written Notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form" located on CLEC Online under Billing Forms and References and submitted through the ExClaim system, AT&T-21STATE's customer dispute interface. Information regarding use of ExClaim is on CLEC Online under Billing Forms and References.

- 13.4.1 If the written Notice given pursuant to Section 13.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 12.3 above shall be used.
- 13.4.2 For a dispute submitted by the CARRIER, the dispute shall first be processed by the appropriate service center for resolution.
- 13.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:
- 13.4.3.1 the date of the bill in question;
 - 13.4.3.2 the account number or other identification (CARRIER must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;
 - 13.4.3.3 telephone number, circuit ID number or trunk number in question;
 - 13.4.3.4 any USOC (or other descriptive information) information relating to the item questioned;
 - 13.4.3.5 amount billed;
 - 13.4.3.6 amount in question; and
 - 13.4.3.7 the reason that the Disputing Party disputes the billed amount.
- 13.4.4 When CARRIER is the Disputing Party, CARRIER must provide evidence to AT&T-21STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 11.9 above of this Agreement and deposited all Unpaid Charges relating to LWT and related services provided under this Agreement into that escrow account in order for that billing claim to be deemed a "dispute". Failure to provide the information and evidence required by this Section 13.0 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CARRIER's irrevocable and full waiver of its right to dispute the subject charges
- 13.4.5 The Parties shall attempt to resolve Disputed Amounts thirty (30) to sixty (60) calendar days from the date the dispute is received (provided the Disputing Party furnishes all requisite information and evidence under Section 13.4 above). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
- 13.4.6 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date Notice of the Disputed Amounts was received (provided that CARRIER furnishes all requisite information and evidence under Section 13.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.
- 13.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 13.4 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 13.5 below of this Agreement.

13.5 Informal Dispute Resolution:

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

13.6 Formal Dispute Resolution:

- 13.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 13.5 above, then either Party may invoke the formal Dispute Resolution procedures described in this Section 13.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 13.3 above.
- 13.6.2 Claims will be subject to elective arbitration pursuant to Section 13.7 below, if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

13.7 Arbitration:

- 13.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, San Francisco, California for AT&T CALIFORNIA; or Reno, Nevada for AT&T NEVADA and AT&T Wholesale, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section 13.0 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14.0 AUDITS

- 14.1 Subject to the restrictions set forth in Section 21.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 14.2 Each Party shall maintain reports, records, and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 14.3 If any audit confirms any undercharge or overcharge, then subject to Section 12.10, Audited Party shall (i) promptly

correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 11.2.1 above (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

- 14.4 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 14.5 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 pursue resolution subject to Section 13.6 herein.

15.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 15.1 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

16.0 LIMITATION OF LIABILITY

- 16.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the LWT not performed or provided or improperly performed or provided.
- 16.2 AT&T-21STATE has no obligation pursuant to this Agreement or under Section 251 or Section 252 of the Act related to the provision of reporting requirements, performance payments or remedies (self-effectuating enforcement mechanisms (?)) for LWT. Except as otherwise expressly provided in specific Attachments, in the case of any loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any LWT and related services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the LWT and related services that gave rise to such loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 16.0.
- 16.3 Neither CARRIER nor AT&T-21STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any losses, and Consequential

Damages of such Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any loss or Consequential Damages suffered by that Party's End User in connection with any affected LWT and related services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees, and agents) against any loss or Claim made by the Indemnifying Party's End User.

- 16.4 AT&T-21STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any LWT and/or related services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by AT&T-21STATE's gross negligence or willful misconduct. AT&T-21STATE does not guarantee or make any warranty with respect to LWT and related services when used in an explosive atmosphere.
- 16.5 CARRIER hereby releases AT&T-21STATE from any and all liability for damages due to errors or omissions in CARRIER's End User listing information as provided by CARRIER to AT&T-21STATE under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CARRIER End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 16.6 AT&T-21STATE shall not be liable to CARRIER, its End User or any other Person for any loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures, or malfunctions of 911 service.
- 16.7 This Section 16.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the LWT and related services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

17.0 INDEMNITY

- 17.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the LWT and related services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the LWT and related services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 17.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of LWT and related services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 17.3 In the case of any loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or losses by its End User regardless of whether the underlying LWT and related service giving rise to such Claim or loss was provided or provisioned by the Indemnified Party, unless the Claim or loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 17.4 A Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party ("Indemnified Party") against any Claim or loss arising from the Indemnifying Party's use of LWT and related services provided under this Agreement involving:
 - 17.4.1 Any Claim or loss arising from such Indemnifying Party's use of LWT and related services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property

rights arising from the Indemnifying Party's or its End User's use.

17.4.1.1 The foregoing includes any Claims or losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision LWT and related services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any LWT and related services provided pursuant to this Agreement.

17.4.1.2 The foregoing includes any losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such loss arises from an Indemnified Party's or an Indemnified Party's End User's use of LWT and related services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

17.4.1.2.1 where an Indemnified Party or its End User modifies LWT and related services, provided under this Agreement; and

17.4.1.2.2 no infringement would have occurred without such modification.

17.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

17.5 All costs associated with the extension of Intellectual Property rights to CARRIER pursuant to Section 18.1 below, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing LWT and related services to which the Intellectual Property rights relate and apportioned to all requesting carriers using that LWT and/or related services including AT&T-21STATE.

17.6 Any licenses or warranties for Intellectual Property rights associated with LWT and/or related services furnished under this Agreement are subject to the ownership terms stated in Section 18.0 of this Agreement. AT&T-21STATE hereby conveys no other licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CARRIER's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by LWT and/or related services in AT&T-21STATE's network or CARRIER's use of other functions, facilities, LWT or related services furnished under this Agreement.

17.7 AT&T-21STATE does not and shall not indemnify, defend, or hold CARRIER harmless, nor be responsible for indemnifying or defending, or holding CARRIER harmless, for any Claims or losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CARRIER's use of functions, facilities, LWT or related services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with LWT and/or related services furnished under this Agreement shall be vendor's indemnities and are subject to the ownership terms stated in Section 18.0 of this Agreement.

17.8 CARRIER shall reimburse AT&T-21STATE for damages to AT&T-21STATE's facilities utilized to provide LWT and/or related services hereunder caused by the negligence or willful act of CARRIER, its agents or subcontractors or CARRIER's End User or resulting from CARRIER's improper use of AT&T-21STATE's facilities, or due to malfunction of any facilities, functions, LWT, related services or equipment provided by any person or entity other than AT&T-21STATE. Upon reimbursement for damages, AT&T-21STATE will cooperate with CARRIER in prosecuting a claim against the person causing such damage. CARRIER shall be subrogated to the right of recovery by AT&T-21STATE for the damages to the extent of such payment.

17.9 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in herein and/or the applicable Commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-21STATE facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

17.10 Indemnification Procedures:

- 17.10.1 Whenever a claim shall arise for indemnification under this Section 17.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 17.10.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 17.10.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 17.10.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 17.10.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 17.10.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 17.10.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 17.10.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

- 17.11 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 21.0 below.

18.0 **INTELLECTUAL PROPERTY/LICENSE**

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

19.0 NOTICES

19.1 Notices given by CARRIER to AT&T-21STATE 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:

19.1.1 delivered by electronic mail (email).

19.1.2 delivered by facsimile.

19.2 Notices given by AT&T-21STATE to the CARRIER 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:

19.2.1 delivered by electronic mail (email) provided CARRIER has provided such information in Section 19.4 below.

19.2.2 delivered by facsimile provided CARRIER has provided such information in Section 19.4 below.

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

19.3.1 the date of actual receipt;

19.3.2 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;

19.3.3 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;

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Charles L. McBride, Jr. General Counsel
STREET ADDRESS	1018 Highland Colony Parkway, Suite 700
CITY, STATE, ZIP CODE	Ridgeland, MS 39157
FACSIMILE NUMBER	(601) 353-0950
PHONE NUMBER*	(601) 487-5262
EMAIL ADDRESS	cmcbride@telpexinc.com

NOTICE CONTACT	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.

19.5 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 19.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.6 In addition, CARRIER agrees that it is responsible for providing AT&T-21STATE with CARRIER's OCN and ACNA

numbers for the States in which CARRIER is authorized to do business and in which CARRIER is requesting that this Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19.0 notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.6.1 CARRIER may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CARRIER.

19.6.2 CARRIER may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CARRIER has not properly updated its CLEC Profile, ordering capabilities will cease, and CARRIER will not be able to place orders until thirty (30) days after CARRIER has properly updated its CLEC Profile.

19.7 AT&T-21STATE communicates official information to CARRIERS 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.

20.0 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

20.3 Telcordia® and Common Language® are registered trademarks and iconectiv, CLCI, CLEI, CLFI, CLLI, USOC, FID, NC, NCI, and NC/NCI, are trademarks of Telcordia Technologies, Inc. The Common Language codes identified herein are the proprietary information of Telcordia Technologies, Inc. dba as iconectiv ("iconectiv") and are licensed to AT&T Inc. The Common Language codes are provided herein solely for the purpose of this Agreement and may not be reproduced, stored, or used for any other purpose without the express, written consent of iconectiv.

21.0 CONFIDENTIALITY

21.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

21.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:

21.2.1 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

21.2.2 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

21.2.3 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

21.2.4 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

21.2.5 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

22.0 SEVERABILITY

22.1 This Agreement is the result of good faith negotiations between the Parties. Notwithstanding any provisions contained in Section 8.0 above herein, if any action by 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 price(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the Parties shall negotiate diligently in good faith to amend this Agreement to replace the unenforceable provision(s) in order to comport with such actions while maintaining the spirit and intent of this agreement provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such rejection or holding shall permit either Party to terminate this Agreement upon ninety (90) days written notice in accordance with Section 19.0 (Notice) above, during which time the Parties shall work cooperatively to establish an orderly transition of CARRIER's (as above) customers/End Users to other serving arrangements. In any situation in which the right to terminate under this Section 22.1 is triggered by State government action, the right to terminate shall arise only in the State in which such action occurred and would apply for that State only unless this Agreement otherwise permits a Party to terminate this Agreement in more than one State.

22.2 If the Parties are unable to agree upon the conforming modifications within ninety (90) days from the Written Notice, and neither Party elects to terminate this Agreement subject to the provisions herein, any remaining disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

23.0 GOVERNING LAW

23.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the LWT and related services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction (as appropriate) in Birmingham, Alabama; Little Rock, Arkansas; San Francisco, California; Miami, Florida; Atlanta, Georgia; Louisville, Kentucky; New Orleans, Louisiana; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; Jackson, Mississippi; St. Louis, Missouri; Reno, Nevada; Charlotte, North Carolina; Columbus, Ohio; Oklahoma City, Oklahoma, Columbia, South Carolina; Nashville, Tennessee; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue, provided that such consent to personal jurisdiction shall apply to CARRIER only for the states to which this Agreement applies. Proper venue shall be in the city located in the state whose laws apply to the dispute

24.0 FILING OF AGREEMENT: GOVERNMENTAL REQUIREMENT

24.1 The Parties further understand and agree that to the extent a Party ("Disclosing Party") is requested, required or ordered by a state regulatory body, or a court of competent jurisdiction finds, that this Agreement should be filed, or that such Agreement should be submitted to a state regulatory body for approval, or should a regulatory body or court of competent jurisdiction find that its provisions should be tarified pursuant to applicable law or regulation, the Disclosing Party shall provide the other Party ("Receiving Party") with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding. Additionally, either Party may terminate the Agreement upon thirty (30) days written notice.

25.0 CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

25.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

- 25.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User.
- 25.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-21STATE is free to reclaim the facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 25.4 When an End User of CARRIER elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities used to provide LWT to CARRIER. AT&T-21STATE will notify CARRIER that such a request has been processed after the disconnect order has been completed.
- 25.5 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local Exchange Service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local Exchange Service at the request of the FCC or the applicable state Commission.

26.0 COMPLIANCE AND CERTIFICATION

- 26.1 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.
- 26.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any LWT and related services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 26.3 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.
- 26.4 Each Party represents and warrants that any equipment, facilities, or services provided to the other Party under this Agreement comply with the CALEA, to the extent applicable.
- 26.5 CARRIER shall provide AT&T-21STATE with CARRIER's complete and valid OCNs/AECNs as assigned by NECA and ACNA as assigned by iconectiv ("Profile Codes"), for each state to which this Agreement applies. For renegotiated agreements, CARRIER shall also provide a list of all OCNs/AECNs and ACNAs associated with LWT and related services purchased prior to the Effective Date of this Agreement. The CARRIER shall provide the Profile Codes via the appropriate OSS, (e.g., CLEC Profile) within thirty (30) calendar days of the effective date of this Agreement. CARRIER shall not order LWT and related services under this Agreement until it has provided its Profile Codes as set forth in this Section.

27.0 LAW ENFORCEMENT

- 27.1 AT&T-21STATE and CARRIER shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
- 27.1.1 Intercept Devices:
- 27.1.1.1 Local and federal law enforcement agencies periodically request information or assistance ("Requesting Authority") from a Telecommunications Carrier. When either Party receives a request ("Receiving Party") associated with an End User of the other Party and the Receiving Party does not provide the network end-office/loop switching functionality to such End User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality. Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority to

attach a pen register, trap-and-trace, or form of intercept on the Receiving Party's Facilities.

27.1.2 Subpoenas:

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

27.1.3 Emergencies:

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

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

28.0 RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

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

29.0 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

30.0 SUBCONTRACTING

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

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

- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of LWT and/or related services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31.0 FORCE MAJEURE

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

32.0 TAXES

- 32.1 CARRIER shall be responsible for all federal, state or local, sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (herein ("Tax(es)")) imposed on or with respect to the LWT and/or related services provided under this Agreement including those Taxes the incidence of which is imposed on AT&T-21STATE other than taxes imposed on the income of AT&T-21STATE. CARRIER shall reimburse AT&T-21STATE for the amount of any such Taxes that AT&T-21STATE is required to pay or collect. CARRIER agrees to indemnify and hold harmless AT&T-21STATE for any costs incurred by AT&T-21STATE as a result of actions taken by the applicable taxing authority to collect the Tax from AT&T-21STATE due to the failure of CARRIER to pay or collect and remit any Tax to such authority. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the LWT or related services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party under Section 11.0, then, in addition to Sections 11.0, 12.0, and 13, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 32.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the LWT or related services to which such Tax relates.

- 32.2 With respect to any purchase under this Agreement of LWT or related services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a LWT or related services sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, the purchasing Party agrees to protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, any interest or penalties thereon, and any costs or expenses (including attorney fees) incurred by the providing Party as a result of any claim asserted or actions taken by the respective Governmental Authority to assess against or collect from the providing Party any Tax related to any sale by the purchasing Party to a third party.
- 32.3 To the extent a purchase of LWT or related services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any LWT or related services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 32.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of LWT or related services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes 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 expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.
- 32.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 32.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 32.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 32.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit, or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

- 32.5 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 32.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 32.0 shall be sent in accordance with Section 19 above hereof.
- 32.7 If this Agreement applies to Texas, CARRIER acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CARRIER agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. CARRIER agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T-21STATE with a valid Adequate Proof Agreement acknowledging CARRIER's obligation to pay Municipal Fees within thirty (30) days of AT&T-21STATE's request, shall be considered a material breach of this Agreement and shall entitle AT&T-21STATE to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

33.0 NON WAIVER

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

34.0 NETWORK MAINTENANCE AND MANAGEMENT

- 34.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.
- 34.2 AT&T will administer its network to ensure acceptable service levels to all users of its network services. Each Party will provide a twenty-four (24)-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 34.3 AT&T maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or seven (7)-digit and ten (10)-digit code gaps, to selectively cancel the completion of traffic over its network, 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.
- 34.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by AT&T to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing.
- 34.5 CARRIER shall not use any LWT and/or related services hereunder in any manner that interferes with or impairs or undermines service over any facilities of AT&T-21STATE, its Affiliated companies or another connecting telecommunications carriers, prevents any telecommunications carrier from using its telecommunications service, impairs the quality or the privacy of telecommunications service to other carriers or to either Party's end users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue using or refuse to provide the LWT and/or related services hereunder, but only for so long as the other Party is violating this provision. Upon any such violation, either party shall provide the other Party notice of the violation

at the earliest practicable time.

35.0 END USER INQUIRIES

- 35.1 Except as otherwise required by Section 25.1 above, each Party will refer all questions regarding the other Party's LWT or related services directly to the other Party at a telephone number specified by that Party.
- 35.2 Except as otherwise required by Section 25.1 above, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 35.2.1 Direct the callers who inquire about the other Party's LWT or related services to their local service provider.
- 35.2.2 Do not in any way disparage or discriminate against the other Party or its LWT or related services.
- 35.3 Except as otherwise provided in this Agreement, CARRIER shall be the primary point of contact for CARRIER's End Users with respect to the services CARRIER provides such End Users.
- 35.4 CARRIER acknowledges that AT&T-21STATE may, upon End User request, provide services directly to such End User similar to those offered to CARRIER under this Agreement.

36.0 EXPENSES

- 36.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

37.0 CONFLICT OF INTEREST

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

38.0 SURVIVAL

- 38.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.0 above and Section 8.1.1 above on Termination; 10.6 above on Cash Deposits, Section 10.7 above on Deposit Interest, Section 10.8 above on Drawing on Cash Deposits; Section 11.9 above on Escrow requirements; Sections 11.1 above thru Section 11.6 above on Billing & Payment of Charges; Section 12.0 above on Non Payment and Procedures for Disconnection, Section 14.0 on Audits, Section 15.0 above on Warranties, Section 17.0 above on Indemnity; Section 18.0 above on Intellectual Property/License; Section 19.0 above on Notices; Section 20.0 above on Publicity and Use of Trademarks or Service Marks; Section 21.0 above on Confidentiality; 23.0 above on Governing Law; Section 26 above CALEA Compliance; Section 32.0 above Taxes; Section 33.0 above Non Waivers, Section 40.0 below Amendments and Modifications and Attachment - Local Wholesale Transport (LWT), Section 44.0 below on Preservation of Legal Positions.

39.0 SCOPE OF AGREEMENT

- 39.1 This Agreement is the arrangement under which CARRIER may purchase LWT from AT&T, as outlined by the terms and conditions herein. Except as agreed upon in writing, AT&T shall not be required to provide CARRIER a function, facility, product, service or arrangement that is not expressly provided herein. AT&T-21STATE may discontinue providing LWT at its discretion during the Term of this agreement subject to any applicable regulatory requirements.

40.0 AMENDMENTS AND MODIFICATIONS

- 40.1 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.

41.0 AUTHORITY

- 41.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed 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. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 41.2 CARRIER represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CARRIER 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.
- 41.3 Each Person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

42.0 COUNTERPARTS

- 42.1 Signatures by all Parties to this Agreement are required to effectuate this Agreement.
- 42.2 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

43.0 JOINT AND SEVERAL LIABILITY

- 43.1 In the event that CARRIER consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third-party places orders under this Agreement using CARRIER's company codes or identifiers, all such entities shall be jointly and severally liable for CARRIER's obligations under this Agreement.

44.0 PRESERVATION OF LEGAL POSITIONS

- 44.1 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 44.2 It is the express intent of the Parties that this Agreement is a commercial arrangement that is not subject to Sections 251 and/or 252, or any similar state law.

45.0 ENTIRE AGREEMENT

- 45.1 The terms contained in this Agreement and any Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals, and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.
- 45.2 Agreement Implementation in AT&T CALIFORNIA and AT&T NEVADA and AT&T Wholesale
- 45.2.1 In AT&T WEST REGION 2-STATE or AT&T CALIFORNIA and AT&T NEVADA and AT&T Wholesale, AT&T requires up to a twelve (12) month period to load LWT prices. If CARRIER has had previous prices loaded in AT&T WEST REGION 2-STATE and this contract or amendment amends such prices, then the new prices will be applied retroactively to the effective date of this contract or amendment, and CARRIER's LWT ordering ability will not be impacted. The back-billing limitation in section 12.10.1.1 of the General Terms and Conditions shall not apply to any retroactive billing adjustment that may apply as a result of this section.

ATTACHMENT 02 – LOCAL WHOLESALE TRANSPORT (LWT)

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1.0 INTRODUCTION

- 1.1 As of July 12, 2022, CLEC no longer has access to DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to its Interconnection Agreement between wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019, as listed at <https://www.fcc.gov/document/wcb-lists-elli-codes-price-cap-ilec-wire-centers-under-forbearance>. Any such existing DS1/DS3 UDT ordered before July 12, 2022, is now provided by AT&T to CLEC pursuant to this Agreement ("Local Wholesale Transport") or ("LWT"). If the FCC determines that additional wire centers are subject to forbearance, CLEC's DS1/DS3 UDT purchased pursuant to its Interconnection Agreement shall become LWT effective, as of the end of the transition period set by the applicable FCC publication.
- 1.2 No performance measures and remedies, including without limitation, any wholesale service quality standards, liquidated damages, or remedies, shall apply under this Attachment.
- 1.3 LWT is not subject to any AT&T-21STATE change management processes (often referred to as "CMP"). Notwithstanding the forgoing, AT&T-21STATE reserves the right to modify its systems and processes.

2.0 DEFINITIONS

- 2.1 As used in this Attachment, the following terms and phrases shall have the assigned meaning:
- 2.2 "AT&T-21STATE Premise(s)" means all buildings falling under the FCC's definition of "premises", including AT&T-21STATE ILEC Central Offices (COs) and Remote Terminals.
- 2.3 "Building" or "same building" means a structure under one (1) roof or two (2) or more structures on one (1) premises which are connected by an enclosed or covered passageway.
- 2.4 "Control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.
- 2.5 "Enhanced Extended Link (EEL)" means a combination consisting of an Unbundled Local Loop(s) provided pursuant to the CLEC interconnection agreement and Local Wholesale Transport (LWT) provided pursuant to this attachment, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).
- 2.6 "Transport" means AT&T-21STATE interoffice transmission facilities between Wire Centers or switches owned by AT&T-21STATE, or between Wire Centers or switches owned by AT&T-21STATE and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier.

3.0 LWT GENERAL OBLIGATIONS

- 3.1 AT&T-21STATE will provide access to LWT.
- 3.2 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.0 SCOPE: DS1 AND DS3 DEDICATED TRANSPORT INTEGRATED OFFERING

- 4.1 AT&T-21STATE shall provide access to DS1 (1.544 Mbps) and DS3 (44.736 Mbps) LWT under the following terms and conditions in this subsection.
- 4.1.1 For purposes of this Agreement, AT&T-21STATE is not obligated to provide CLEC LWT that does not connect a pair of AT&T-21STATE Wire Centers.
- 4.1.2 AT&T-21STATE will be responsible for the maintenance of the underlying equipment and facilities that are used to provide LWT.
- 4.1.3 In addition to Transport, DS1 and DS3 LWT also includes:
- 4.1.3.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 LWT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when

ordered at the same time as DS1 or DS3 LWT and at the rates set forth in the Pricing Schedule.

4.1.3.2 Cross-Connects required to connect the LWT to a main distribution frame and at the rates set forth in the Pricing Schedule.

4.1.4 Any existing High Voltage Protective Equipment (HVPE) will be grandfathered, however, no adds, moves, or change requests will be accepted.

5.0 PERFORMANCE OF LWT

5.1 Each LWT will be provided in accordance with AT&T-21STATE technical publications or other written descriptions, if any, as changed from time to time by AT&T-21STATE at its sole discretion.

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

5.3 AT&T-21STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CARRIER orders for LWT from affected Wire Center(s) may be suspended for a period of a few days prior and one (1) day after the upgrade or conversion date, consistent with the suspension AT&T-21STATE places on itself for orders from its End Users and other CARRIER's End Users.

5.4 CARRIER 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 that may be required because of changes in facilities, operations, or procedure of AT&T-21STATE minimum network protection criteria or operating or maintenance characteristics of the facilities.

6.0 CONDITIONS FOR ACCESS TO LWT

6.1 Access to LWT is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to LWT where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide LWT.

6.2 LWT provided to CARRIER under the provisions of this Attachment shall remain the property of AT&T-21STATE.

6.3 Subject to the terms herein, AT&T-21STATE is responsible only for the installation, operation, and maintenance of the LWT it provides. AT&T-21STATE is not otherwise responsible for the Telecommunications Services provided by CARRIER through the use of LWT.

6.4 Where LWT is provided to CARRIER, if LWT is disconnected it shall be made available to AT&T-21STATE for future provisioning needs. CARRIER agrees to relinquish control of any such LWT concurrent with the disconnection of its End User's service.

6.5 CARRIER's use of any AT&T-21STATE LWT, or of its own equipment or facilities in conjunction with any AT&T-21STATE LWT, must not materially interfere with or impair service over any facilities of AT&T-21STATE, 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-21STATE may discontinue or refuse service if CARRIER violates this provision, provided that such termination of service will be limited to CARRIER's use of the LWT causing the violation.

6.6 CARRIER cannot use a LWT (whether on a stand-alone basis, or in combination with other services), with a network element possessed by CARRIER (or otherwise) to provide service to itself, or for other administrative purpose(s).

6.7 CARRIER may not access LWT for the exclusive provision of mobile wireless services, or long-distance services or interexchange services.

6.8 AT&T-21STATE shall provide Access to LWT without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

6.9 CARRIER must use Collocation from a separate agreement with AT&T and/or tariff.

7.0 MAINTENANCE, REPAIR AND TESTING

7.1 AT&T-21STATE shall provide Maintenance Repair and Testing in accordance as outlined on the AT&T CLEC Online website and within Attachment - Operations Support Systems (OSS).

8.0 ROUTINE NETWORK MODIFICATIONS FOR LWT

8.1 A "Routine Network Modification" (RNM) is an activity that AT&T-21STATE may undertake. RNM 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 AT&T-21STATE ordinarily attaches to activate LWT. Such will be performed under conditions and in a manner consistent with current practices. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. AT&T-21STATE will place drops in a manner consistent with its current practices.

8.2 RNM does not include constructing new LWT, installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor does RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). AT&T-21STATE is not obligated to perform those activities for CARRIER.

8.3 AT&T-21STATE shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T-21STATE's retail End Users.

8.4 AT&T-21STATE has no obligation to add copper cable or deploy any facility or functionality to provide LWT.

9.0 CROSS-CONNECTS

9.1 In the AT&T-21STATE premises where CARRIER is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated, AT&T-21STATE will extend AT&T-21STATE LWT via-cross connects to CARRIER's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-21STATE premises where the LWT are located.

9.2 AT&T-21STATE will provide the cross-connect component of LWT at the terms, and conditions set forth in this Agreement and the pricing as described in Section 5.0 of the General Terms and Conditions.

9.3 CARRIER shall be responsible for initial testing and trouble sectionalization of facilities containing CARRIER installed cross connects.

9.4 CARRIER shall refer trouble sectionalized in LWT to the AT&T-21STATE Maintenance Center.

10.0 LWT PRICING

10.1 The prices applicable to LWT and the associated charges are set forth in Section 5 of the General Terms and Conditions, Attachment – Operations Support Systems (OSS) and the Pricing Schedule.

11.0 OPERATIONS SUPPORT SYSTEMS (OSS) FUNCTIONS

11.1 AT&T-21STATE will provide CARRIER access to its OSS functions as outlined in Attachment - Operations Support Systems (OSS).

ATTACHMENT 03 - OPERATIONS SUPPORT SYSTEMS (OSS)

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1.0 INTRODUCTION

- 1.1 This Attachment is offered in connection with the Agreement for Local Wholesale Transport between AT&T and CARRIER and sets forth terms and conditions for use of Operations Support Systems (OSS) "functions" for pre-ordering, ordering, provisioning, maintenance/repair, and billing that AT&T makes available to CARRIER in conjunction with Local Wholesale Transport (LWT). This Agreement is intended to provide a transition for embedded base of LWT and is not for the provisioning of new LWT, however, circumstances may arise where pre-order, order and/or provisioning are warranted (e.g., reinstating LWT that was disconnected in error).

2.0 DEFINITIONS

- 2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CARRIER to act on its behalf for purposes of accessing AT&T OSS application-to-application interfaces.

3.0 GENERAL PROVISIONS

- 3.1 AT&T's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 AT&T will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CARRIER to perform pre-order, order, provisioning, maintenance and repair functions in connection with CARRIER's purchase of LWT.
- 3.3 The Parties agree that this Offering is not subject to any AT&T change management processes (often referred to as "CMP"). AT&T shall provide reasonable notice of any process or system changes.
- 3.4 AT&T will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 3.5 AT&T's OSS are designed to accommodate requests for both current and projected demands of CARRIER and other CARRIERS in the aggregate.
- 3.6 CARRIER shall advise AT&T no less than 90 days in advance of any anticipated ordering, disconnect or conversion volumes above CARRIER's normal average daily volumes.
- 3.7 It is the sole responsibility of CARRIER to obtain the technical capability to access and utilize AT&T's OSS interfaces. All hardware and software requirements for the applicable AT&T Regional OSS are specified on AT&T's CLEC Online website.
- 3.8 CARRIER must access the AT&T OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.
- 3.9 Prior to initial use of AT&T's Regional OSS, CARRIER shall attend and participate in implementation meetings to discuss CARRIER access plans in detail and schedule testing.
- 3.10 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CARRIER will also provide a single point of contact for technical issues related to CARRIER's use of AT&T's electronic interfaces.
- 3.11 When OSS processes are not available electronically, AT&T shall make manual processes available.
- 3.12 Due to enhancements and on-going development of access to AT&T CARRIER OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T shall provide reasonable notice of interface phase-out. Notice for those interfaces subject to CMP shall be provided in accordance with CMP.
- 3.13 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering,

provisioning and maintenance of services issues.

3.14 Proper Use of OSS Interfaces

- 3.14.1 CARRIER shall use AT&T electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CARRIER agrees that such use will comply with AT&T's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CARRIER shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T's OSS from CARRIER systems, workstations or terminals or by CARRIER employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CARRIER and shall pay AT&T for any and all damages caused by such unauthorized entry.
- 3.14.2 CARRIER's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CARRIER has obtained an authorization from the End User for release of CPNI.
- 3.14.2.1 CARRIER must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.14.2.2 CARRIER is solely responsible for determining whether proper authorization has been obtained and holds AT&T harmless from any loss on account of CARRIER's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CARRIER will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.14.3 AT&T shall be free to connect an End User to any CARRIER based upon that CARRIER's request and that CARRIER's assurance that proper End User authorization has been obtained. CARRIER shall make any such authorization it has obtained available to AT&T upon request and at no charge.
- 3.14.4 By using electronic interfaces to access OSS functions, CARRIER agrees to perform accurate and correct ordering of LWT Services. CARRIER is also responsible for all actions of its employees using any of AT&T's OSS. As such, CARRIER agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T 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 to CARRIER. In addition, CARRIER agrees to indemnify and hold AT&T harmless against any claim made by an End User of CARRIER or Third Parties against AT&T caused by or related to CARRIER's use of any AT&T OSS.
- 3.14.5 In the event AT&T has good cause to believe that CARRIER has used AT&T OSS in a way that conflicts with this Agreement or Applicable Law, AT&T shall give CARRIER written Notice describing the alleged misuse ("Notice of Misuse"). CARRIER shall immediately refrain from the alleged misuse until such time that CARRIER responds in writing to the Notice of Misuse, which CARRIER shall provide to AT&T within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CARRIER agrees with the allegation of misuse, CARRIER shall refrain from the alleged misuse during the term of this Agreement.
- 3.14.6 In the event CARRIER does not respond to the Notice of Misuse or does not agree that the CARRIER's use of AT&T OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
- 3.14.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CARRIER shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CARRIER has implemented a mutually agreeable remedy to the alleged misuse.
- 3.14.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary

to mutually determine a permanent resolution for the balance of the term of the Agreement.

- 3.14.7 In order to determine whether CARRIER has engaged in the alleged misuse described in the Notice of Misuse, AT&T shall have the right to conduct an audit of CARRIER's use of the AT&T OSS. Such audit shall be limited to auditing those aspects of CARRIER's use of the AT&T OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) calendar days advance written Notice of its intent to audit CARRIER ("Audit Notice") under this Section and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CARRIER shall provide AT&T with access to the requested information in any reasonably requested format, at an appropriate CARRIER location, unless otherwise agreed to by the Parties. The audit shall be at AT&T'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 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. If CARRIER fails to cooperate in the audit, AT&T reserves the right to terminate CARRIER's access to electronic processes.

4.0 PRE-ORDERING

- 4.1 AT&T Regional OSSs are available in order that CARRIER can perform the pre-ordering functions for LWT Services, including but not limited to:
- 4.1.1 Service address validation;
 - 4.1.2 Telephone number selection;
 - 4.1.3 Service and feature availability;
 - 4.1.4 Due date information;
 - 4.1.5 Customer service information.
 - 4.1.6 Loop makeup information.
- 4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.3 CARRIER shall provide AT&T with access to End User record information, including circuit numbers associated with each telephone number where applicable. CARRIER shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CARRIER shall provide to AT&T paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CARRIER shall provide such End User service records within 24 hours of a valid request, exclusive of Saturdays, Sundays and holidays.
- 4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 ORDERING

- 5.1 AT&T will provide ordering functionality. To order LWT, CARRIER will format a Local Service Request (LSR) in accordance with applicable AT&T ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.2 AT&T product/service intervals are located on AT&T's CLEC Online website.
- 5.3 AT&T shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CARRIER shall provide to AT&T an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.4 AT&T shall bill to CARRIER an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g., manually, semi-mechanized, mechanized) at the rate set forth as described in Section 5.0 of the General Terms and Conditions of this Agreement, and/or applicable tariffs/guidebooks, price lists or service

guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

6.0 PROVISIONING

6.1 Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T shall provision services during its regular working hours. To the extent CARRIER requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, AT&T will assess additional labor charges as set forth in the AT&T Interstate Access Guidebook, on an individual case basis.

6.3 Maintenance of Service charges apply if AT&T must dispatch to the End User's location more than once for provisioning of LWT due to incorrect or incomplete information provided by CARRIER (e.g., incomplete address, incorrect contact name/number, etc.). AT&T will bill CARRIER for each additional dispatch required to provision due to the incorrect/incomplete information provided. AT&T will assess No Trouble Found/Maintenance of Service and/or Non-Productive Dispatch charges as set forth in the AT&T Interstate Access Guidebook.

6.4 Cancellation Charges:

6.4.1 If CARRIER cancels an order for LWT subsequent to AT&T-21STATE's generation of a service order, any costs incurred by AT&T-21STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-21STATE reserves the right to assess cancellation charges if CARRIER fails to respond within 9 Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CARRIER places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the LWT requested and another spare compatible facility cannot be found with the transmission characteristics of the LWT Services originally requested, cancellation charges shall not apply. Where CARRIER places a single LSR for multiple LWT based upon loop makeup information, and information as to some, but not all, of the LWT Services is inaccurate, if AT&T-21STATE cannot provision the LWT Services that were the subject of the inaccurate loop makeup information, CARRIER may cancel its request for those LWT Services without incurring cancellation charges. In such instance, should CARRIER elect to cancel the entire LSR, cancellation charges shall apply to those LWT that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CARRIER, charges as described in Section 5.0 of the General Terms and Conditions of this Agreement will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CARRIER modifies an order after being sent a FOC from AT&T-21STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be assessed as described in Section 5.0 of the General Terms and Conditions of this Agreement, as applicable.

7.0 MAINTENANCE/REPAIR

7.1 AT&T will provide CARRIER with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.1.1 Ordering and Trouble Reporting Interfaces must be electronic via existing and currently supported AT&T-21STATE versions of OSS interfaces. CARRIER must at all times use the then-most current version of the Electronic Bonding Trouble Administration ("EBTA") GUI and/or the EBTA APP to APP interfaces offered by AT&T-21STATE for submitting trouble tickets, including as such interfaces may be modified, updated and/or replaced from time to time.

- 7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.
- 7.3 AT&T will maintain, repair and/or replace LWT in accordance with this agreement, any FCC requirements, and applicable tariffs.
- 7.4 Neither CARRIER nor its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the prior written consent of AT&T.
- 7.5 CARRIER will be responsible for testing and isolating troubles on LWT. CARRIER must test and isolate trouble to the AT&T network before reporting the trouble to the Maintenance Center. Upon request from AT&T at the time of the trouble report, CARRIER will be required to provide the results of the CARRIER test isolating the trouble to the AT&T network.
- 7.6 For all LWT repair requests, CARRIER shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.
- 7.7 CARRIER will contact the appropriate AT&T repair centers in accordance with procedures established by AT&T.
- 7.8 AT&T reserves the right to contact CARRIER's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.9 Maintenance of Service and Non-Productive Dispatch Charges:
- 7.9.1 If trouble appears to occur with LWT, CARRIER will first determine whether the trouble is in CARRIER's own equipment and/or facilities or those of the end user customer being served using LWT. If CARRIER determines the trouble is not with such equipment or facilities, CARRIER will issue a trouble report to AT&T-21STATE.
- 7.9.2 No Trouble Found, Maintenance of Service, and/or Non-Productive Dispatch (NPD) charges apply as set forth in the AT&T Interstate Access Guidebook, when:
- 7.9.2.1 CARRIER reports suspected LWT trouble and AT&T-21STATE personnel is dispatched (e.g., to an outside location, within a AT&T-21STATE premises), and the trouble was not caused by AT&T-21STATE's LWT, including testing (both inside and outside the Central Office) required by AT&T in order to confirm the working status;
- 7.9.2.2 AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement;
- 7.9.2.3 AT&T must dispatch to an End User's location more than once for repair or maintenance of LWT Services due to incorrect or incomplete information provided by CARRIER (e.g., incomplete address, incorrect contact name/number, etc.). AT&T will bill CARRIER for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided; or,
- 7.9.2.4 The trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 7.9.3 The No Trouble Found, Maintenance of Service, and/or Non-Productive Dispatch (NPD) charges will apply per incident. AT&T-21STATE shall not be obligated to dispatch any AT&T-21STATE personnel to any location outside of AT&T-21STATE's network or premises pursuant to this Attachment.
- 7.9.4 If CARRIER requests or approves an AT&T-21STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, additional labor charges apply for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours at rates and conditions set forth in the AT&T Interstate Access Guidebook. AT&T-21STATE shall have no obligation under the Agreement, unless otherwise noted in this Agreement, including without limitation this Attachment, to perform any inside wire work.
- 7.10 If CARRIER issues a trouble report allowing AT&T access to End User's premises and AT&T personnel are dispatched but denied access to the premises, then Maintenance of Service or Non-Productive Dispatch charges apply for the

period of time that AT&T personnel are dispatched at the rates and terms set forth in the AT&T Interstate Access Guidebook.

7.10.1 Additional Labor is that labor requested by the CARRIER on a given service and agreed to by AT&T. Additional Labor terms, conditions, and charges are as found in the AT&T Interstate Access Guidebook.

8.0 BILLING

8.1 AT&T will provide billing information as necessary to allow CARRIER to perform billing functions.

8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CARRIER.

8.1.1.1 CARRIER agrees to pay the applicable rates set forth as described in Section 5.0 of the General Terms and Conditions of this Agreement, Tariff, or Guidebook, as applicable.

8.1.1.2 When a CARRIER elects to receive its monthly billing statements in more than one bill media format, paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions as described in Section 5.0 of the General Terms and Conditions of this Agreement, Tariff, or Guidebook, as applicable.

9.0 DATA CONNECTION SECURITY REQUIREMENTS

9.1 CARRIER agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Section 9.0 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.2 CARRIER agrees that interconnection of CARRIER data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CARRIER) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

9.3 Joint Security Requirements:

9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.3.3 CARRIER shall immediately notify AT&T when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CARRIER's or AT&T's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.4 Additional Responsibilities of the Parties:

9.4.1 Modem/DSU Maintenance and Use Policy:

9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CARRIER equipment on AT&T's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CARRIER) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.

9.4.2 Monitoring:

9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.4.4 In the event that 1 Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within 30 calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.4.6 All network-related problems will be managed to resolution by the respective organizations, CARRIER or AT&T, as appropriate to the ownership of a failed component. As necessary, CARRIER and AT&T will work together to resolve problems where the responsibility of either Party is not easily identified.

9.5 Information Security Policies and Guidelines for Access To Computers, Networks and Information By Non-Employee Personnel:

9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CARRIER or AT&T, respectively, as the providers of the computer, network or information in question.

9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.6 General Policies:

- 9.6.1 Each Party's resources are approved for this Agreement's business purposes only.
- 9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.7 User Identification:

- 9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

- 9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.8.2 Passwords must not be stored in script files.
- 9.8.3 Passwords must be entered by the user.
- 9.8.4 Passwords must be at least 6 to 8 characters in length, not blank or a repeat of the user ID; contain at least 1 letter, and at least 1 number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.8.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.8.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.

9.9 Access and Session Control:

- 9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.10 User Authorization:

- 9.10.1 On the destination system, users are granted access to specific resources (e.g., databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.11 Software and Data Integrity:

- 9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
- 9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.12 Monitoring and Audit:

- 9.12.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a(n) (AT&T or CARRIER) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

- 9.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10.0 **MISCELLANEOUS**

- 10.1 Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, and provisioning shall be at the applicable rates as described in Section 5.0 of the General Terms and Conditions of this Agreement. Maintenance of Service, Non-Productive Dispatch, and additional labor charges shall be at the applicable rates set forth in the AT&T Interstate Access Guidebook.

10.2 Single Point of Contact:

- 10.2.1 CARRIER will be the single point of contact with AT&T for ordering activity for LWT Services used by CARRIER to provide services to its End Users, except that AT&T may accept a request directly from another CARRIER, or AT&T, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T may disconnect any LWT Service being used by CARRIER to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T will notify CARRIER that such a request has been processed but will not be required to notify CARRIER in advance of such processing.

10.3 Use of Facilities:

- 10.3.1 When an End User of CARRIER elects to discontinue service and to transfer service to another LEC, including AT&T, AT&T shall have the right to reuse the facilities provided to CARRIER, regardless of whether those facilities are provided as LWT, and regardless of whether the End User served with such facilities has paid all charges to CARRIER or has been denied service for nonpayment or otherwise. AT&T will notify CARRIER that such a request has been processed after the disconnect order has been completed.

- 10.4 AT&T will provide loss notifications to CARRIER. This notification alerts CARRIER that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CARRIER shall be permitted to access AT&T OSS via a Service Bureau Provider as follows:
- 11.1.1 CARRIER shall be permitted to access AT&T application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T to allow Service Bureau Provider to establish access to and use of AT&T's OSS.
 - 11.1.2 CARRIER's use of a Service Bureau Provider shall not relieve CARRIER of the obligation to abide by all terms and conditions of this Agreement. CARRIER must ensure that its agent properly performs all OSS obligations of CARRIER under this Agreement, which CARRIER delegates to Service Bureau Provider.
 - 11.1.3 It shall be the obligation of CARRIER to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides Notice. Additionally, AT&T shall have a reasonable transition period to terminate any such connection after Notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

Exhibit A – DS1 DS3 Local Wholesale Transport

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	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		\$ 0.27			mile
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 0.54			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 2.70			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 90.24	\$ 89.27	\$ 81.81	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 180.48	\$ 89.27	\$ 81.81	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 902.40	\$ 89.27	\$ 81.81	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 6.13			mile
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 12.26			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 61.30			
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,055.28	\$ 278.75	\$ 162.76	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 2,110.56	\$ 278.75	\$ 162.76	
LWT	AL	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 10,552.80	\$ 278.75	\$ 162.76	

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	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		.27			mile
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 0.54			
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 2.70			
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 132.66	\$ 105.54	\$ 98.47	
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 265.32	\$ 105.54	\$ 98.47	
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 1,326.60	\$ 105.54	\$ 98.47	
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 5.80			mile
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 11.60			
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 58.00			
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,606.50	\$ 335.46	\$ 219.28	
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 3,213.00	\$ 335.46	\$ 219.28	
LWT	FL	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 16,065.00	\$ 335.46	\$ 219.28	

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	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		\$ 0.30			mile
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 0.60			
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 3.00			
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 85.99	\$ 89.79	\$ 82.28	
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 171.98	\$ 89.79	\$ 82.28	
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 859.90	\$ 89.79	\$ 82.28	
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 7.14			mile
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 14.28			
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 71.40			
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 962.85	\$ 280.37	\$ 163.70	
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 1,925.70	\$ 280.37	\$ 163.70	
LWT	MS	AT&T LOCAL WHOLESale TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 9,628.50	\$ 280.37	\$ 163.70	

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	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		\$ 0.53			mile
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 1.06			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 5.30			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 116.79	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 233.58	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 1,167.90	\$ 112.40	\$ 76.27	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 3.51			mile
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 7.02			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 35.10			
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,273.48	\$ 395.29	\$ 176.56	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 2,546.96	\$ 395.29	\$ 176.56	
LWT	TN	AT&T LOCAL WHOLESALE TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 12,734.80	\$ 395.29	\$ 176.56	

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	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		\$ 0.39			mile
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 0.78			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 3.90			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD1	U1TF1		\$ 105.70	\$ 86.69	\$ 79.44	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD1	U1TF1		\$ 211.40	\$ 86.69	\$ 79.44	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 1,057.00	\$ 86.69	\$ 79.44	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 9.06			mile
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 18.12			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 90.60			
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 - July 11, 2023)	U1TD3	U1TF3		\$ 1,275.67	\$ 270.69	\$ 158.05	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 - July 11, 2024)	U1TD3	U1TF3		\$ 2,551.34	\$ 270.69	\$ 158.05	
LWT	LA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 12,756.70	\$ 270.69	\$ 158.05	

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI AND AT&T
TENNESSEE**

AND

TELEPAK NETWORKS, INC.

Signature: eSigned - Brian JonesSignature: eSigned - Kristen E. ShoreName: eSigned - Brian Jones
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: SVP Finance
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 25 Sep 2024Date: 25 Sep 2024**Telepak Networks, Inc.****BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T
MISSISSIPPI and AT&T TENNESSEE by AT&T
Services, Inc., its authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3452	828H	947G
FLORIDA	3452	829H	811H
LOUISIANA	3452	830H	908A
MISSISSIPPI	3452	389A	5278
TENNESSEE	3452	831H	948G

Description	ACNA Code(s)
ACNA(s)	EPN

**AMENDMENT TO THE DS1/DS3 TRANSPORT AMENDMENT
RATE ADJUSTMENT AND EXTENSION
BETWEEN
TELEPAK NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
LOUISIANA, AT&T MISSISSIPPI AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the DS1/DS3 Transport Amendment by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI and AT&T TENNESSEE ("AT&T") and Telepak Networks, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective July 14, 2007 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. This Amendment amends the DS1/DS3 Transport Amendment signed July 25, 2022 and is composed of 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 existing DS1/DS3 Transport Amendment.
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 Sheets 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, 2024.

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

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	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 0.81			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		\$ 1.22			
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		\$ 1.83			
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 270.72	\$ 89.27	\$ 81.81	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		\$ 406.08	\$ 89.27	\$ 81.81	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		\$ 609.12	\$ 89.27	\$ 81.81	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 18.39			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		\$ 27.59			
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		\$ 41.36			
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 3,165.84	\$ 278.75	\$ 162.76	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		\$ 4,748.76	\$ 278.75	\$ 162.76	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		\$ 7,123.14	\$ 278.75	\$ 162.76	

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

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	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 0.81			mile
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		\$ 1.22			
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		\$ 1.83			
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 397.98	\$ 105.54	\$ 98.47	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		\$ 596.97	\$ 105.54	\$ 98.47	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		\$ 895.46	\$ 105.54	\$ 98.47	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 17.40			mile
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		\$ 26.10			
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		\$ 39.15			
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 4,819.50	\$ 335.46	\$ 219.28	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		\$ 7,229.25	\$ 335.46	\$ 219.28	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		\$ 10,843.88	\$ 335.46	\$ 219.28	

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

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	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 1.17			mile
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		\$ 1.76			
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		\$ 2.64			
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 317.10	\$ 86.69	\$ 79.44	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		\$ 475.65	\$ 86.69	\$ 79.44	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		\$ 713.48	\$ 86.69	\$ 79.44	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 27.18			mile
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		\$ 40.77			
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		\$ 61.16			
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 3,827.01	\$ 270.69	\$ 158.05	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		\$ 5,740.52	\$ 270.69	\$ 158.05	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		\$ 8,610.78	\$ 270.69	\$ 158.05	

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

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	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 0.90			mile
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		\$ 1.35			
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		\$ 2.03			
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 257.97	\$ 89.79	\$ 82.28	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		\$ 386.96	\$ 89.79	\$ 82.28	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		\$ 580.44	\$ 89.79	\$ 82.28	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 21.42			mile
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		\$ 32.13			
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		\$ 48.20			
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 2,888.55	\$ 280.37	\$ 163.70	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		\$ 4,332.83	\$ 280.37	\$ 163.70	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		\$ 6,499.25	\$ 280.37	\$ 163.70	

PRICING SHEETS
Exhibit A – DS1 DS3 Transport
Rate Adjustment/Extension

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	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 1.59			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD1	1L5XX		\$ 2.39			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD1	1L5XX		\$ 3.59			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD1	U1TF1		\$ 350.37	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD1	U1TF1		\$ 525.56	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD1	U1TF1		\$ 788.34	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 10.53			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2025 - July 11, 2026)	U1TD3	1L5XX		\$ 15.80			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2026 - October 31, 2027)	U1TD3	1L5XX		\$ 23.70			
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 - July 11, 2025)	U1TD3	U1TF3		\$ 3,820.44	\$ 395.29	\$ 176.56	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2025 - July 11, 2026)	U1TD3	U1TF3		\$ 5,730.66	\$ 395.29	\$ 176.56	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2026 - October 31, 2027)	U1TD3	U1TF3		\$ 8,595.99	\$ 395.29	\$ 176.56	

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	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.18			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 60.16	\$ 89.27	\$ 81.81	
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 4.09			mile
13	AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 703.52	\$ 278.75	\$ 162.76	

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	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.19			mile
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 88.44	\$ 105.54	\$ 98.47	
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 3.87			mile
13	FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 1,071.00	\$ 335.46	\$ 219.28	

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	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.27			mile
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 70.47	\$ 86.69	\$ 79.44	
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 6.04			mile
13	LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 850.45	\$ 270.69	\$ 158.05	

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	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.20			mile
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 57.33	\$ 89.79	\$ 82.28	
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 4.76			mile
13	MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 641.90	\$ 280.37	\$ 163.70	

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	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.36			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 77.86	\$ 112.40	\$ 76.27	
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 2.34			mile
13	TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 848.99	\$ 395.29	\$ 176.56	