

# **AT&T Wholesale Agreement**

## TABLE OF CONTENTS

OE-LEC Traffic Termination Agreement

Attachment W - ABT: Data Exchange (DEX)

Attachment SW – ABT: Billing-Collecting-Remitting and Clearinghouse

Attachment MW - ABT: Non-Intercompany Settlements (NICS)

Pricing Sheet



**OUT OF EXCHANGE LEC (OE-LEC)**

**ALL TRAFFIC**

**by and between**

**WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**and**

**PLTC, LLC**

## TABLE OF CONTENTS

<u>Section</u>	<u>Section Number</u>
Definitions.....	1.0
Network Management .....	2.0
Network Connections .....	3.0
Identification and Classification of Traffic.....	4.0
Reciprocal Compensation for Termination of Section 251(b)(5) Traffic.....	5.0
Other Telecommunications Traffic.....	6.0
Optional Calling Area Traffic – AT&T ARKANSAS, AT&T KANSAS And AT&T TEXAS .....	7.0
MCA Traffic - AT&T MISSOURI.....	8.0
Primary Toll Carrier Arrangements .....	9.0
IntraLATA 800 Traffic.....	10.0
Meet Point Billing (MPB) and Switched Access Traffic Compensation .....	11.0
Compensation for Origination and Termination of InterLATA Traffic.....	12.0
IntraLATA Toll Traffic Compensation.....	13.0
Billing Arrangements for Termination of Section 251(b)(5), ISP-Bound, Optional EAS, and IntraLATA Traffic.....	14.0
Switched Access Traffic.....	15.0
Recording .....	16.0
Alternately Billed Traffic.....	17.0
General Responsibilities of the Parties.....	18.0
Scope of Obligations .....	19.0
Force Majeure.....	20.0
Audits.....	21.0
Disputed Amounts .....	22.0
Dispute Resolution .....	23.0
Notices .....	24.0
Publicity and Use of Trademarks or Service Marks.....	25.0
Confidentiality.....	26.0
Governing Law.....	27.0
Work Product.....	28.0
Reservation of Rights and Specific Intervening Law Terms .....	29.0
Intervening Law.....	30.0
Taxes .....	31.0
Non-Assignment .....	32.0
Non-Waiver .....	33.0
Warranties.....	34.0
Indemnification.....	35.0
Limitation of Liability.....	36.0
No Third Party Beneficiaries; Disclaimer Of Agency.....	37.0
No License .....	38.0
Survival .....	39.0
Severability.....	40.0
Compliance With Law.....	41.0
Law Enforcement .....	42.0
Term and Termination.....	43.0
Incorporation by Reference.....	44.0
Relationship of the Parties/Independent Contractor .....	45.0
Multiple Counterparts .....	46.0
Subcontractors.....	47.0
Amendments and Modifications .....	48.0

### TABLE OF CONTENTS (Continued)

<u>Section</u>	<u>Section Number</u>
Filing .....	49.0
Entire Agreement .....	50.0
Authority .....	51.0

**Attachments:**

Alternately Billed Traffic Attachment

Price Sheet

## TRAFFIC TERMINATION AGREEMENT

This Traffic Termination Agreement ("Agreement") is by and between one or more of the AT&T Inc.-owned incumbent local exchange carriers ("ILECs"): **Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA 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, and 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 Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN**, in its capacity as an incumbent local exchange carrier (collectively "AT&T") and PLTC, LLC (a Wisconsin corporation) ("LEC") (referred to jointly as the "Parties" or separately as a "Party").

**WHEREAS**, for purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means PLTC, LLC providing telecommunications services in one or more local exchange areas served by one or more non-AT&T ILECs that share mandatory or optional local calling with an AT&T ILEC; and

**WHEREAS**, for purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver; and all such traffic either (a) originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T end user, or (b) originates from an AT&T end user and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area; and

**WHEREAS**, the for purposes of this Agreement, OE-LEC intends to provide telecommunications services outside of AT&T incumbent local exchange areas and desires to interconnect its network with AT&T network(s); and

**WHEREAS**, this Agreement is entered into solely pursuant to Section 251(a) of the Act, and that nothing in this Agreement shall be understood to impose on either Party any obligations pursuant to other Sections of the Act, including without limitation Sections 251(c) or 271 of the Act; and

**WHEREAS**, Agreement shall apply only to the exchange and termination of traffic between the Parties in the specific geographic areas in the state(s) which are identified in Exhibit "A" to this Agreement; and

**NOW, THEREFORE**, AT&T and OE-LEC hereby agree as follows:

## 1.0 Definitions

Except as otherwise specified herein, the definitions set forth below in this Section shall apply to all Sections and/or Appendices contained in this Agreement. To the extent that there may be any conflict between a definition set forth in this Section and any language in another Section or Appendix, the language set forth in such other Section or Appendix shall control with respect to that Section or Appendix.

- 1.1 "Access Carrier Name Abbreviation" (ACNA) is a three-digit alpha code used for billing and identification of a Telecommunications Carrier that is typically assigned by Telcordia.
- 1.2 "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.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.5 "**AT&T Inc.**" (**AT&T**) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS**, Indiana Bell Telephone Company Incorporated d/b/a **AT&T INDIANA**, Michigan Bell Telephone Company d/b/a **AT&T MICHIGAN**, Nevada Bell Telephone Company d/b/a **AT&T NEVADA** 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**, The Southern New England Telephone Company d/b/a **AT&T CONNECTICUT**, 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**.
- 1.6 "**AT&T-2STATE**" - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA** (and previously referred to as "SBC-2STATE"), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.7 "**AT&T-4STATE**" - As used herein **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a **AT&T ARKANSAS**, **AT&T KANSAS**, **AT&T MISSOURI**, and **AT&T OKLAHOMA** (and previously referred to as "SBC-4STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.8 "**AT&T-7STATE**" - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA** (and previously referred to as "SBC-7STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.9 "**AT&T-8STATE**" - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** (and previously referred to as "SBC-8STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.10 "**AT&T-10STATE**" - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** (and previously referred to as "SBC-10STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.11 "**AT&T-12STATE**" - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** (and previously referred to as "SBC-12STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.12 "**AT&T-13STATE**" - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** (and previously referred to as "SBC-13STATE"), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.13 "**AT&T ARKANSAS**" - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a **AT&T ARKANSAS** (and previously referred to as "SBC Arkansas"), the applicable AT&T-owned ILEC doing business in Arkansas.

- 1.14 "AT&T CALIFORNIA" - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a **AT&T CALIFORNIA** (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.
- 1.15 "AT&T CONNECTICUT" - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a **AT&T CONNECTICUT** (and previously referred to as "SBC Connecticut"), the applicable above listed ILEC doing business in Connecticut.
- 1.16 "AT&T KANSAS" - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a **AT&T KANSAS** (and previously referred to as "SBC Kansas"), the applicable AT&T-owned ILEC doing business in Kansas.
- 1.17 "AT&T ILLINOIS" - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS** (and previously referred to as "SBC Illinois"), the applicable AT&T-owned ILEC doing business in Illinois.
- 1.18 "AT&T INDIANA" - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a **AT&T INDIANA** (and previously referred to as "SBC Indiana"), the applicable AT&T-owned ILEC doing business in Indiana.
- 1.19 "AT&T MICHIGAN" - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a **AT&T MICHIGAN** (and previously referred to as "SBC Michigan"), the applicable AT&T-owned ILEC doing business in Michigan.
- 1.20 "AT&T MIDWEST REGION 5-STATE" - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS**, Indiana Bell Telephone Company Incorporated d/b/a **AT&T INDIANA**, Michigan Bell Telephone Company d/b/a **AT&T MICHIGAN**, The Ohio Bell Telephone Company d/b/a **AT&T OHIO**, and/or Wisconsin Bell, Inc. d/b/a **AT&T WISCONSIN** (and previously referred to as "SBC MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.21 "AT&T MISSOURI" - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a **AT&T MISSOURI** (and previously referred to as "SBC Missouri"), the applicable AT&T-owned ILEC doing business in Missouri.
- 1.22 "AT&T NEVADA" - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a **AT&T NEVADA** (and previously referred to as "SBC Nevada"), the applicable AT&T-owned ILEC doing business in Nevada.
- 1.23 "AT&T OHIO" - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a **AT&T OHIO** (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.
- 1.24 "AT&T OKLAHOMA" - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a **AT&T OKLAHOMA** (and previously referred to as "SBC Oklahoma"), the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.25 "AT&T SOUTHWEST REGION 5-STATE" - As used herein, AT&T SOUTHWEST REGION 5-STATE means 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 previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.26 "AT&T TEXAS" - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a **AT&T TEXAS** (and previously referred to as "SBC Texas"), the applicable AT&T-owned ILEC doing business in Texas.
- 1.27 "AT&T WISCONSIN" - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a **AT&T WISCONSIN** (and previously referred to as "SBC Wisconsin"), the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.28 "Automated Message Accounting" (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.29 "Automatic Number Identification" (ANI) means the number transmitted through the network identifying the calling party.
- 1.30 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-12STATE does not provision new retail services and products.



- 1.31 "Calling Party Number" (CPN) means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.32 "Central Office Switch" (Central Office) is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.32.1 "End Office Switch" or "End Office" is a 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.
- 1.32.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.33 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 1.34 "Commission" means
- 1.34.1 the Public Service Commission of Wisconsin (PSC-WI).
- 1.35 "Common Channel Signaling" (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.36 "Common Language Location Identifier" (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.37 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.38 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.38.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
- 1.38.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
- 1.38.3 any Force Majeure Event.
- 1.39 "EAS" is a generic term applied to locally dialed calls originated by one Party's End Users and terminated to the other Party's End Users. These can be classified as either local mandatory EAS, optional one-way EAS, or optional two-way EAS. EAS generically applies to all expanded calling plan names referenced in the ILEC's applicable Local, General, or EAS Tariffs, such as EMS, EACS, ECC and Local Plus.
- 1.40 "Electronic File Transfer" is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.41 "End Users" means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.42 "Enhanced Service Provider" (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.43 "Exchange Access" is as defined in the Act.
- 1.44 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.45 "Exchange Service" means Telephone Exchange Service, As Defined in the Act.
- 1.46 "Feature Group A" (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are

assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.

- 1.47 "Feature Group D" (FG-D) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 1.48 "FCC" means the Federal Communications Commission.
- 1.49 "Foreign Exchange (FX)" services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. "FX Telephone Numbers" are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End Users to which the telephone numbers are assigned are physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX services:
- 1.49.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the subscribing end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign" exchange, thereby creating a local presence in that "foreign" exchange.
- 1.49.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign" exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office physically located within their mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 1.50 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.51 "Internet Service Provider" (ISP) is an Enhanced Service Provider that provides Internet Services and is defined in Paragraph 341 of the FCC's First Report and Order in CC Docket 97-158.
- 1.52 "Incumbent Local Exchange Carrier" (ILEC) is as defined in the Act.
- 1.53 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.54 "Interconnection" is as defined in the Act.
- 1.55 "Interexchange Carrier" (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.56 "InterLATA" is as defined in the Act.
- 1.57 "IntraLATA Toll Traffic" means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.58 "ISP-Bound Traffic" shall mean telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April,

27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:

- 1.58.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- 1.58.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 1.59 "Local Access Transport Area" (LATA) is as defined in the Act.
- 1.60 "Local Calls" are calls where the originating End User of one Party and the terminating End User of the other Party are both physically located within the same common local mandatory calling area.
- 1.61 "Local Exchange Carrier" (LEC) is as defined in the Act.
- 1.62 "Local Exchange Routing Guide" (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.63 "Local Mandatory EAS Calls" for purposes of intercarrier compensation, is local traffic where all calls are within the same common mandatory calling area, (i.e., within the same or different AT&T-12STATE Exchange(s) that participate in the same common mandatory calling area approved by the applicable State Commission). Local Calls must actually originate and actually terminate to parties physically located within the common mandatory calling area.
- 1.64 "Local Number Portability" means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.65 "Location Routing Number" (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.66 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.67 "Mandatory Calling Area" means an arrangement that requires End Users to subscribe to a local calling area beyond their basic exchange.
- 1.68 "Meet-Point Billing" (MPB) refers to the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.69 "Minutes of Use" (MOU) means the conversation minutes between the originating and terminating End Users.
- 1.70 "Mutual Compensation" is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.
- 1.71 "North American Numbering Plan" (NANP) is a numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.72 "Numbering Plan Area" (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).
- 1.73 "Number Portability" is as defined in the Act.

- 1.74 "NXX" or "Central Office Code" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.75 "Operating Company Number" (OCN) is a number typically assigned to a Telecommunications Carrier by the National Exchange Carrier Association (NECA).
- 1.76 "Party" means either LEC or the AT&T-12STATE; use of the term "Party" includes each of the AT&T-12STATE(s) that is a Party to this Agreement. "Parties" means both LEC and each of the AT&T-12STATE(s) that is a Party to this Agreement.
- 1.77 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under applicable law, an unincorporated organization or any Governmental Authority.
- 1.78 "Point of Interconnection" (POI) is a point on the AT&T-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 1.79 "Private Line Services" include private line-like and special access services and are not subject to reciprocal compensation. Private Line Services are defined as dedicated telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines, frame relay, ATM, and DSL.
- 1.80 "Rate Center Area" means the following in each applicable area:

**[AT&T MIDWEST REGION 5-STATE]**

"Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

- 1.81 "Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.82 "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:
- 1.82.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- 1.82.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 1.83 "Serving Wire Center" The wire center from which service is provided to the end user.
- 1.84 "Signaling System 7" (SS7) means a signaling protocol used by the CCS Network.
- 1.85 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.86 "Telcordia Technologies" - Formally known as Bellcore, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.87 "Telecommunications" is as defined in the Act.
- 1.88 "Telecommunications Carrier" is as defined in the Act.
- 1.89 "Telecommunications Service" is as defined in the Act.

- 1.90 "Telephone Exchange Service" is as defined in the Act.
- 1.91 "Telephone Toll Service" is as defined in the Act.
- 1.92 "Third Party" means any Person other than a Party.
- 1.93 Intentionally Ommited
- 1.94 "Trunk" means a communication line between two switching systems.
- 1.95 "Undefined Terms" - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their usage in the telecommunications industry as of the effective date of this Agreement, or absent such usage, the common meaning.
- 1.96 "Wire Center" means the location where the carrier terminates local lines, with the necessary testing facilities to maintain them. A wire center may have one or several local switches.
- 1.97 "Wireless Service Provider" (WSP) means a radio common carrier provider of domestic public wireless or wireless telecommunication service, as defined in Part 2, Subpart H or Part 24, of the FCC Rules and Regulations.

## **2.0 Network Management**

- 2.1 The Parties will cooperate in good faith to implement this Agreement. The Parties will exchange appropriate information (including, without limitation, maintenance contact numbers, network information, and information required to comply with law enforcement and other security agencies of the Government, escalation processes) as appropriate to complete implementation.
- 2.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are considered acceptable when End Users are able to establish connections with little or no delay. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 2.3 Either Party may implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively block traffic over its network, including traffic destined for the other Party's network, when required to protect the public switched network from congestion as a result of facility failures, switch congestion or failure, focused overload or other unanticipated conditions. Each Party shall notify the other Party of any protective control action planned or executed as soon as practicable.
- 2.4 Either Party may reroute originating or terminating traffic temporarily to relieve network congestion due to facility failures or abnormal calling patterns. Rerouting shall not be used to circumvent normal trunk maintenance or augmentation. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 2.5 Each Party will share information regarding anticipated mass calling events or other conditions that may cause temporary increases in call volumes that may effect the other Party's network, and the Parties shall cooperate in good faith to prevent or mitigate the impact of such events or conditions on the public switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX), e-mail, and telephone numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 2.6 Within thirty (30) days after the Effective Date of this Agreement, the Parties will meet and develop a joint planning and forecasting responsibilities to the services described in this Agreement. Either Party may delay processing of the other Party's service orders, should the other Party fail to perform its obligations as specified in this Section. Such responsibilities shall include the following:
  - 2.6.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months prior to any changes likely to affect either Party's provision of services.
  - 2.6.2 The Parties will furnish each other with state-wide annual forecasts of order activity, in-service quantities, and facility demand.
  - 2.6.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
  - 2.6.4 The Parties will notify each other promptly of changes to current forecasts greater than ten percent (10%) (increase or decrease) that may affect service and facility demand for the following forecasting period.

2.7 If either Party establishes additional tandems in an exchange, the other Party may also connect to the additional tandems. If either Party establishes one or more additional tandems to relieve an existing tandem of call congestion, the other Party will re-home its traffic upon notification to the industry of the establishment of the additional tandem(s).

### 3.0 Network Connections

3.1 The OE-LEC agrees to establish a Point of Interconnection (POI) on AT&T-12STATE's network for purposes of exchanging OE-LEC traffic:

3.1.1 The Point of Interconnection will be at the AT&T-12STATE Exchange Area Boundary (EAB) (see Section 3.2.2 for exclusions); or b) another mutually agreed point.

3.1.1.1 Specific facility arrangements required to interconnect the Parties' networks shall be negotiated by the Parties. Existing interconnection facilities between the Parties within the AT&T-12STATE exchange may be used for interconnection, as agreed by the Parties; provided however that a separate and distinct portion of this existing facility must be established as further defined below in Section 3.5.

3.2 When traffic destined for any AT&T-12STATE tandem exceeds a DS1, or if it is otherwise more efficient to connect via direct End Office connections, OE-LEC shall establish a direct End Office trunk group and provide transport for that trunk group to the exchange where the AT&T-12STATE or Third Party incumbent LEC's and /or Telecommunications Carrier's End Office is located. Virtual FX traffic shall not be transited over the AT&T-12STATE's network.

3.2.1 The Parties agree, that at a minimum, OE-LEC shall establish a logical trunk group for local and IntraLATA traffic to each AT&T-12STATE serving tandem in any LATA to which OE-LEC routes traffic. This requirement may be waived upon mutual written agreement of the parties.

3.2.2 OE-LEC shall be solely responsible for obtaining transport facilities for 911, Choke, OS/DA and InterLATA trunking from OE-LEC to each serving tandem or platform that provides each such service type.

3.3 OE-LEC shall route originating OE-LEC traffic to the serving tandem as defined in the LERG by the tandem owner. If AT&T-12STATE is the designated InterLATA serving tandem provider for the relevant Rate Center, AT&T-12STATE shall designate to the OE-LEC the specific InterLATA tandem(s) that will serve OE-LEC.

3.4 If AT&T-12STATE is not the serving tandem provider, as reflected in the LERG, the OE-LEC will route OE-LEC traffic directly to the AT&T-12STATE End Office.

3.5 If OE-LEC utilizes the interconnection facilities or switch of a Third Party incumbent LEC or any other Third Party Telecommunications Carrier to exchange OE-LEC calls; OE-LEC must provide the following separately and distinctly from the Third Party carrier,

3.5.1 Operating Company Number (OCN);

3.5.2 Access Carrier Name Abbreviation (ACNA);

3.5.3 Trunk Groups with unique Trunk Common Language Location Identifier codes;

3.5.4 Point Code, unless OE-LEC uses the Point Code of a Third Party incumbent LEC, OE-LEC's own switch, or the switch of another Telecommunications Carrier; provided, however, that no such entity may duplicate TCIC codes on the separate and distinct trunk groups maintained by each carrier. It is the responsibility of OE-LEC and the Third Party carrier to inventory the numbering of TCIC codes on the trunk groups unique to each entity;

3.5.5 Switch CLLI/Pseudo Switch CLLI; and

3.5.6 Location Routing Number (LRN) (when applicable).

3.6 Except as otherwise provided in this Agreement, traffic originated by OE-LEC and terminated by AT&T-13STATE and traffic originated by AT&T-13STATE and terminated by OE-LEC must be routed in accordance with this Agreement and the LERG. The Parties will cooperative in good faith to correct any routing that is inconsistent with the requirements of this Agreement.

- 3.7 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is routed to AT&T-13STATE in a manner inconsistent with this Agreement and the LERG. Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. AT&T-13STATE shall designate the appropriate routing for traffic routed through serving tandems in the LERG, including the appropriate routing for traffic that is destined to End Offices that do not subtend an AT&T-13STATE tandem. If AT&T-13STATE identifies misrouted traffic, it shall provide notice to OE-LEC that such misrouting has occurred, as provided in the Notices provisions of this Agreement OE-LEC shall correct such misrouting within thirty (30) calendar days of the delivery of such notice.
- 3.8 Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to meet and develop joint planning and forecasting responsibilities applicable to this Agreement. Either Party may delay processing the other Party's service orders should the Parties not perform obligations as specified in this Section. Such responsibilities shall include, but shall not be limited to, the following:
- 3.8.1 The Parties will periodically review network and technology plans and will notify one another no later than six (6) months in advance of changes that are likely to affect either Party's provision of services.
- 3.8.2 The Parties will furnish each other with state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 3.8.3 The Parties will cooperate in good faith to develop joint forecasts of trunk group utilization and yearly trunk quantities.
- 3.8.4 The Parties shall notify each other promptly of changes to current forecasts of greater than ten percent (10%) for the following forecasting period.
- 3.9 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's Tandem.
- 3.10 Trunk group from OE-LEC to AT&T-13STATE's tandem(s) will be used only for traffic to or from End Offices, IXCs, LECs, WSPs and NXXs which subtend such tandem(s). Trunk groups from OE-LEC to AT&T-13STATE's End Office(s) will be used only for traffic to or from NXXs served by the End Office(s) to which OE-LEC interconnects.
- 3.11 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes; provided, however, that OE-LEC must have established trunking and routing as provided in this Agreement and the LERG prior to the time such codes are to be opened.
- 3.12 **INTERLATA SECTION 251(b)(5) TRAFFIC**
- 3.12.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 3.12.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 3.12.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 4.0 Identification and Classification of Traffic**
- 4.1 Telecommunications traffic exchanged between the Parties will be classified as either Local Mandatory EAS, Optional One-Way or Two-Way EAS, ISP, FX, FGA, FX-NXX, IntraLATA Toll, or InterLATA Toll Traffic.

- 4.2 For purposes of this Agreement, the reciprocal compensation terms set forth in this Agreement shall apply solely to traffic that both originates and terminates to End Users located within the same Local Mandatory EAS calling area.
- 4.3 Locally dialed calls are Local Calls or toll-free calls that appear to the public to be local. These normally are seven or ten digit-dialed calls without a 1+ prefix. Local Calls are always locally dialed, but not all locally dialed calls are considered Local Calls for compensation purposes; for example, FX calls are not Local Calls. For purposes of this Agreement, the dialing arrangement does not itself dictate the compensation mechanism or classification of traffic.
- 4.4 For purposes of determining compensation only, and not for purposes of routing traffic, traffic will be segregated within the recording and billing systems on a jurisdictional basis as either Toll or EAS in nature. EAS traffic will be further segregated between Local Mandatory EAS and Optional EAS traffic. EAS traffic shall in all cases be separately identified from other traffic unless otherwise agreed in a writing executed by the Parties.
- 4.5 For all traffic originated on a Party's network, including without limitation Switched Access Traffic, the originating Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 4.7 below. CPN shall include, at a minimum, information in an industry-recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP), which shall contain the unique three-digit area code (NPA) and seven digit (NXX-XXXX) telephone number of the originating End User. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate in good faith to investigate and take corrective action.
- 4.6 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.7 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 4.8 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.
- 4.9 OE-LEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding OE-LEC's traffic and such other carriers' traffic, including without limitation any where OE-LEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-13STATE on a wholesale basis (non-resale) which is used by such telecommunications carrier to provide wireline local telephone exchange (dialtone) service to its End Users. In no event will AT&T-13STATE have any liability to OE-LEC or any third party if OE-LEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom OE-LEC does not have a traffic compensation agreement, OE-LEC will indemnify, defend and hold harmless AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and OE-LEC will bill their respective charges directly to each other. AT&T-13STATE will not be required to function as a billing intermediary, (e.g., clearinghouse). AT&T-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 4.10 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.



- 4.11 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Agreement and Appendix Pricing and/or the applicable switched access tariffs.
- 4.12 Reciprocal Compensation applies to Local Calls that are terminated at either Party's terminating circuit switch. Traffic that is delivered via dedicated circuits, Private Line Services or Digital Subscriber Line (DSL) service, or otherwise not terminated at a circuit switch is not subject to intercarrier compensation.
- 4.13 Nothing in this Agreement shall be construed to limit either Party's right to employ or to request and be assigned any NANP number resources, including but not limited to central office (NXX) codes, pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned to ensure compliance with FCC rules and orders and applicable industry standards. Both Parties shall obtain separate NXX codes for each Rate Center in which they operate.

## 5.0 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic

- 5.1 For purposes of this Agreement, Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:
- 5.1.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- 5.1.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 5.2 **AT&T-12STATE** made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

**AT&T-13STATE** and OE-LEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **AT&T-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 5.2.1 Should a regulatory agency, court or legislature change or nullify the **AT&T-13STATE's** designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **AT&T-13STATE**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Agreement.
- 5.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties

agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-12STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Agreement.

- 5.2.3 The OE-LEC shall choose one of the following options, either Option 1 or Option 2, as its initial one time choice for the exchange of ISP-Bound Traffic and Section 251(b)(5) Traffic at the FCC interim ISP Terminating Compensation Plan Rate. The OE-LEC will indicate its selection on the signature page of this Agreement. If the OE-LEC does not indicate its selection of either option, then Option 1 of this Agreement will be implemented.
- 5.3 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic and ISP-Bound Traffic, as defined in this Agreement will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.9.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Sections 5.4 and 5.5 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 5.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-13STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
- 5.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 5.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 5.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-13STATE), the following end office switching rate elements are applicable on a terminating MOU basis:
- 5.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.6 CLEC shall only be paid End Office Serving Rate Elements.
- 5.7 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:
- 5.7.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- 5.7.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS),

mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

5.7.3 In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.10 of this Agreement.

5.8 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5.7 through 5.11.1 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T-13STATE has made an offer as described in Section 5 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

5.9 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

5.9.1 The rates, terms, and conditions in Section 5.7 through 5.11.1 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 5.1 and ISP-Bound Traffic as defined in Section 5.7 and ISP-Bound Traffic is subject to the rebuttable presumption.

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

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

5.10 ISP-Bound Traffic Rebuttable Presumption

5.10.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.10. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.9.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.11 For purposes of this Section all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 5.11.1 below.

5.11.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.9.2.

## 6.0 Other Telecommunications Traffic

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 For purposes of this Agreement, Foreign Exchange (FX) services are defined in Section 1.

6.2.1 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-12STATE.

To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep applied on an individual LEC basis.

6.2.1.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic and ISP-Bound Traffic.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in **AT&T CONNECTICUT** where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in **AT&T CONNECTICUT**.

- 6.2.1.2 The FX factor may be adjusted by the Parties on a quarterly basis arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.2 Intentionally Left Blank
- 6.2.3 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic, except ISP-Bound Traffic, that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in **AT&T CONNECTICUT**. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.4 Segregating and Tracking FX Traffic
- 6.2.4.1 For AT&T-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-12STATE.
- 6.2.4.3 Intentionally Left Blank
- 6.2.4.4 For **AT&T CONNECTICUT**, FX traffic must be identified as voice FX and ISP FX. **AT&T CONNECTICUT** will work with LEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For **AT&T CONNECTICUT** ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.
- 6.2.4.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a twenty percent (20%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.
- 6.2.4.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result

of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two (2) or more points.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.7) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Agreement, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 5 above does not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 13; and/or (f) MCA Traffic are set forth in Section 8.

## **7.0 Optional Calling Area Traffic – AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS**

7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area, except mandatory extended traffic as addressed in Sections 5.1 and 5.7 above. The transport and termination rate applies when **AT&T ARKANSAS, AT&T KANSAS** or **AT&T TEXAS** transports traffic and terminates it at its own switch.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. OE-LEC and **AT&T ARKANSAS, AT&T KANSAS** and **AT&T TEXAS** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Agreement.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

## **8.0 MCA Traffic - AT&T MISSOURI**

8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic". MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If LEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

## 9.0 Primary Toll Carrier Arrangements

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T-13STATE is functioning as the PTC for a third party ILEC's End User customers, which is currently limited to certain ILEC areas in the states of Nevada and Oklahoma, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- (i) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to OE-LEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T-13STATE shall pay the OE-LEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the OE-LEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE Intrastate Access Service Tariff in the respective state; and/or
- (ii) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from OE-LEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. OE-LEC shall pay AT&T-13STATE for the use of its facilities at the rates set forth in AT&T-13STATE's Intrastate Access Service Tariff. OE-LEC shall pay the ILEC for the termination of such traffic originated from OE-LEC.

## 10.0 IntraLATA 800 Traffic

10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

## 11.0 Meet Point Billing (MPB) and Switched Access Traffic Compensation

11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access

service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 AT&T-13STATE and OE-LEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

## **12.0 Compensation for Origination and Termination of InterLATA Traffic**

- 12.1 Where a LEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the LEC must purchase feature group access service from AT&T-13STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

## **13.0 IntraLATA Toll Traffic Compensation**

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-13STATE's tariff in whose exchange area the End User is located.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE's tariff in whose exchange area the End User is located.

## **14.0 Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic**

- 14.1 In AT&T-13STATE, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 14.1.1 Where OE-LEC is using terminating recordings to bill intercarrier compensation, AT&T-10STATE will provide the terminating Category 11-01-XX records to identify traffic that originates from an End User being

served by a third party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the end office switching on a wholesale basis. AT&T-2STATE will provide Category 50-XX-XX records. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which OE-LEC may use to bill such originating carrier for MOUS terminated on OE-LEC's network.

- 14.2 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 14.2.1 LEC and AT&T-2STATE agree to exchange such reports and/or data as provided in this Agreement to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) Business Days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six (6) months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a twenty percent (20%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
- 14.3 In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.19 of this Agreement.
- 14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Agreement. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Agreement.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) Business Days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) Business Days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.



## 15.0 Switched Access Traffic

15.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

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

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

15.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in this Agreement and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

## 16.0 Recording

16.1 Responsibilities of the Parties:

16.1.1 AT&T-12STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-12STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-12STATE-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-12STATE.

16.1.2 AT&T-12STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T-12STATE.

- 16.1.3 AT&T-12STATE will provide AURs that are generated by AT&T-12STATE.
- 16.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by AT&T-12STATE.
- 16.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-12STATE and provided to CLEC.
- 16.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 16.1.7 AT&T-12STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable Records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 16.1.8 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-12STATE reserves the right to limit the frequency of transmission to existing AT&T-12STATE processing and work schedules, holidays, etc.
- 16.1.9 AT&T-12STATE will determine the number of data files required to provide the AUR detail to CLEC.
- 16.1.10 Recorded Billable Message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of AT&T-12STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-12STATE.
- 16.1.11 When AT&T-12STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T-12STATE may forward those messages to CLEC.
- 16.1.12 AT&T-12STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.
- 16.1.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T-12STATE under the same terms and conditions of this Section.
- 16.2 Basis of Compensation:
- 16.2.1 AT&T-12STATE as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CLEC in accordance with this Section on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-12STATE on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.
- 16.3 Limitation of Liability:
- 16.3.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 16.3.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 16.3.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 16.3.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while

performing recording, Assembly and Editing, rating, Message Processing and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

- 16.3.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

## 17.0 Alternately Billed Traffic

- 17.1 The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the customer for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the parties have established procedures to accomplish these objectives in the Attachment.

## 18.0 General Responsibilities of the Parties

- 18.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party.
- 18.2 The type of originating calling number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional protocol will be used with Multi-Frequency (MF) and SS7 signaling, and ANI will be sent from the originating Party's End Office switch to the terminating Party's tandem or End Office switch.
- 18.3 It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Where one Party is passing Calling Party Number (CPN) but the other Party is not properly receiving information, the Parties will cooperate to jurisdictionalize and rate the traffic correctly. Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format as referenced in Telcordia Technologies BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 18.4 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into the Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the LERG unless negotiated otherwise.
- 18.5 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers, prevents any 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 or refuse service 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.
- 18.6 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 18.7 Upon OE-LEC signature, OE-LEC shall provide AT&T-12STATE with OE-LEC's state-specific authorized and nationally recognized OCN/AECN for Interconnection.
- 18.8 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

- 18.9 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.
- 18.10 End User Fraud: The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. The Parties shall not be liable to one another for any fraud associated with the other Parties End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 18.11 Billing: Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder and as set forth in applicable Commission-ordered tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party. Remittance in full will be due within thirty (30) Business Days of that billing date. Interest shall apply on overdue amounts at the rate specified in Section 22, unless otherwise specified in an applicable Commission-ordered tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other Party.
- 18.12 Headings: The headings and numbering of Sections, Parts, Appendices, 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.
- 18.13 Referenced Documents: Unless the context shall otherwise specifically require, and subject to the Intervening Law provision in this Agreement, whenever any provision of this Agreement refers to a technical reference, technical publication, ILEC Practice, AT&T-12STATE Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect.
- 18.14 Tariff References: Wherever any Commission-ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff. Wherever any Commission-ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff. It is understood and agreed that the services and facilities to be provided by the Parties in satisfaction of this Agreement may be provided pursuant to tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, the Parties shall cooperate with one another for the purpose of incorporating required modifications, if any are deemed required, into this Agreement in accordance with Section 29 (Intervening Law) below.

## 19.0 Scope of Obligations

- 19.1 Notwithstanding anything to the contrary contained herein, AT&T-12STATE's obligations under this Agreement shall apply only when OE-LEC is operating and/or providing telecommunications services outside of AT&T-12STATE's incumbent exchange areas. The Parties acknowledge and agree that the terms and conditions of this Agreement are not intended and should not be construed to apply when OE-LEC is a ILEC operating in ILECs' incumbent exchange areas.

## 20.0 Force Majeure

- 20.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, terrorist acts, riots, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best

efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

## 21.0 Audits

21.1 Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit of the other Party in order to verify the (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) the 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. Neither Party may request more than one such audit within any twelve (12) month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twenty-four (24) months in age.

## 22.0 Disputed Amounts

22.1 If one Party disputes a billing statement issued by the other Party, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date, or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

22.2 If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party may charge interest on the past due balance at a rate equal to the lesser of (1) the interest rates set forth in the applicable State Commission-ordered access tariff or (2) one and one-half percent (1 ½ %) per month of the maximum allowable rate of interest under Applicable Law. Late payment charges shall be included on the next statement.

## 23.0 Dispute Resolution

23.1 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.

23.2 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.

23.3 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising under this Agreement more than twenty-four (24) months from the date of the occurrence that gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

23.4 Informal Dispute Resolution: Upon receipt by one Party of notice of a dispute by the other Party pursuant to this Agreement, 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.

23.5 Formal Dispute Resolution: If the Parties are unable to resolve the dispute through the informal procedure described above in Section 22.4 then either Party may invoke the formal Dispute Resolution procedures described in this Section. 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 22.2 above.

- 23.6 Claims Subject to Mandatory Binding Arbitration: The following Claims, if not settled through informal Dispute Resolution, will be subject to binding arbitration pursuant to this Section:
  - 23.6.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 22.2 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution, the Parties will annualize the actual numbers of months billed.
- 23.7 Claims Subject to Elective Arbitration: Claims will be subject to elective Arbitration pursuant to Section 23.9 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.
- 23.8 Claims Not Subject to Arbitration: If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism: a) any action seeking a temporary restraining order or injunction related to the purposes of this Agreement; b) all Claims arising under federal or state statute(s), including but not limited to, any antitrust and/or deceptive trade practices claims; and c) actions to compel compliance with this Dispute Resolution process.
- 23.9 Arbitration: 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 Chicago, Illinois (AT&T ILLINOIS); as appropriate, unless the Parties agree otherwise. 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. 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 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.

**24.0 Notices**

24.1 Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by facsimile; provided that a paper copy is also sent via methods (a), (b) or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next Business Day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or 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. Notices will be addressed to the Parties as follows:

NOTICE CONTACT	OE-LEC CONTACT
NAME/TITLE	Patrick J. Case Managing Director, IP Services Div.
STREET ADDRESS	105 Kent Street, PLTC at CCI Systems, Inc.
CITY, STATE, ZIP CODE	Iron Mountain, Michigan 49801
FACSIMILE NUMBER	N/A

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 <sup>th</sup> floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

24.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

24.3 **NOTICE OF CHANGES**

24.3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new 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 may be amended from time to time (the "Network Disclosure Rules").

25.0 **Publicity and Use of Trademarks or Service Marks**

25.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all 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. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

25.2 Nothing 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.

26.0 **Confidentiality**

26.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data; (i) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall be considered confidential and proprietary and remain the property of the Disclosing Party.

26.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

26.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for

performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

- 26.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:
- 26.4.1 was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;
  - 26.4.2 is, or becomes publicly known through no wrongful act of the Receiving Party;
  - 26.4.3 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;
  - 26.4.4 is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;
  - 26.4.5 is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights;
  - 26.4.6 is approved for release by written authorization of the Disclosing Party; and
  - 26.4.7 is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 25 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 26.5 The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
- 26.6 Notwithstanding any of the foregoing, AT&T-12STATE shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon informal or formal request and AT&T-12STATE need not provide prior written notice of such disclosure to OE-LEC if AT&T-12STATE has obtained an appropriate order for protective relief or other assurance that confidential treatment shall be accorded to such Confidential and/or Proprietary Information.
- 26.7 The Parties agree that an impending or existing violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

## 27.0 Governing Law

- 27.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other 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 Interconnection, functions, facilities, products and 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 in Milwaukee, Wisconsin and waive any and all objection to any such venue.

## 27.2 State-Specific Rates, Terms and Conditions

- 27.2.1 For ease of administration, this Agreement may contain certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s).



## 28.0 Work Product

28.1 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.

## 29.0 Reservation of Rights and Specific Intervening Law Terms

29.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Agreement) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 22 of this Agreement.

## 30.0 Intervening Law

30.1 In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Inter-carrier Compensation generally, issued In the Matter of Developing a Unified Inter-carrier Compensation Regime, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Except to the extent that AT&T-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T-13STATE's right to exercise its option at any time to adopt on a date specified by AT&T-13STATE the FCC Plan, after which date ISP-Bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

## 31.0 Taxes

31.1 Each Party purchasing products or services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the products or services provided by or to such Party, except for any Tax on either Party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

- 31.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 31.3 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 31.4 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 31.5 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 31.6 With respect to any Tax or Tax controversy covered by this Section, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

## 32.0 Non-Assignment

- 32.1 Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a Third Party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any costs associated with updating either Party's accounts in the other Party's systems to accept the identity or name of the new entity shall be paid by the assigning Party prior to when such assignment shall be effective. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

## 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 Warranties**

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

#### **35.0 Indemnification**

35.1 Except as otherwise provided herein, each Party shall be responsible only for service(s) and facility(ies) 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 service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such Parties.

35.2 Except as otherwise provided herein, and to the extent not prohibited by 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") by such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services or functions 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.

35.3 In the case of any Loss alleged or made by an End User of either Party, the Party whose End User alleged or made such Loss ("Indemnifying Party") shall defend and indemnify the other Party ("Indemnified Party") against any and all such Claims or Losses by its End Users regardless of whether the underlying service or product was provided by, or network element was provisioned by, the Indemnified Party, unless the loss was caused by the gross negligence or intentional misconduct of the Indemnified Party.

35.4 Each Party shall be released, indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from the Indemnifying Party's use of services or elements provided under this Agreement involving:

35.4.1 Any Claim or Loss arising from such Indemnifying Party's use of products and 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.

35.4.2 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 products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any products or services provided pursuant to this Agreement.

35.4.3 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 Indemnifying Party's or an Indemnifying Party's End User's use of products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

35.4.3.1 where an Indemnified Party or its End User modifies products or services; provided under this Agreement; and

35.4.3.2 no infringement would have occurred without such modification.

35.4.3.3 This Section includes, but is not limited to, suits arising from any act or omission of an End User in the course of using services or functions provided pursuant to this Agreement.

35.5 Whenever a Claim shall arise for indemnification under this Section, 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.

35.6 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.

35.7 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.

35.7.1 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.

35.8 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.

35.9 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.

35.10 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.

35.11 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.

35.12 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.

## **36.0 Limitation of Liability**

36.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount a Party has charged or would have charged to the other Party for the affected Interconnection, functions, facilities, products and service(s) that were not performed or were improperly performed.

- 36.2 Except for Losses alleged or made by an End User of either Party and except as otherwise provided in specific appendices, in the case of any Loss alleged or made by a Third Party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion (as mutually agreed to by the Parties) 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.
- 36.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, functions, facilities, products and 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 Interconnection, functions, facilities, products and 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.
- 36.4 Except to the extent (if at all) prohibited by law or public policy, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, loss of anticipated revenues, savings, or profits, or other economic loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation 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 Federal Telecommunications 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 (collectively, "Consequential Damages"); provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's affiliates, and their respective officers, directors, employees and agents) from any such Claim.
- 36.5 LEC hereby releases AT&T-12STATE from any and all liability for damages due to errors or omissions in LEC's End User listing information as provided by LEC to AT&T-12STATE under this Agreement, including any errors or omissions occurring in LEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, punitive, incidental or Consequential Damages.
- 36.6 AT&T-12STATE shall not be liable to LEC, its End User's 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.
- 36.7 This Section is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope 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 Interconnection and services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.
- 37.0 No Third Party Beneficiaries; Disclaimer of Agency**
- 37.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any Third-Party beneficiary rights hereunder. 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.

### 38.0 No License

38.1 Except as otherwise 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.

### 39.0 Survival

39.1 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 including but not limited to Indemnification, Limitation of Liability and Confidentiality.

### 40.0 Severability

40.1 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 effect 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 as a total arrangement and it is intended to be nonseverable.

### 41.0 Compliance with Law

41.1 Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

### 42.0 Law Enforcement

42.1 AT&T-12STATE and LEC shall handle law enforcement requests as follows:

42.1.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

42.1.2 Subpoenas: If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User's service provider, in which case the Party will respond to any valid request.

42.1.3 Emergencies: If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party by the receiving Party's switch, that Party will comply with an valid emergency request. However, neither Party shall be held liable for any claims or damages 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.

### 43.0 Term and Termination

43.1 In AT&T-12STATE, with the exception of AT&T OHIO and AT&T WISCONSIN, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing. In AT&T WISCONSIN, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on August 16, 2014 ("the Term"). Thereafter,

this Agreement shall continue in full force and effect unless and until terminated by one or all of the Parties as provided in this Agreement.

43.2 This Agreement may be terminated by either Party at any time whatsoever (either prior to or following expiration of the Term set forth above), for any reason whatsoever, by providing written notice of termination at least ninety (90) days in advance to the other Party.

43.3 Upon termination or expiration of this Agreement in accordance with this Section, above:

43.3.1 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and

43.3.2 Each Party shall comply with the Survival clause in this Agreement.

43.4 If upon expiration or termination the Parties are negotiating a successor agreement, during such period each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act. The Parties acknowledge and agree that when the successor Agreement is deemed approved by the appropriate State Commission, the rates, terms and conditions of the successor agreement shall apply retroactively back to the effective termination date of this Agreement and the Parties shall true-up to that date all payments made under the previous Agreement between the Parties between the effective termination date of this Agreement and the approval date of the successor Agreement. Such retroactive true-up shall be completed within ninety (90) calendar days following approval of the successor agreement (or the date it is deemed approved under Section 252(e) of the Act) by the appropriate State Commission(s).

**44.0 Incorporation by Reference**

44.1 This Agreement and every interconnection or service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or its appendices or attachments which are legitimately related to such Interconnection or service and all such rates, terms and conditions are incorporated by reference herein and as part of every Interconnection or service provided hereunder. The Parties agree that except for Section 23 Notices, each of the sections of this Agreement are legitimately related to and applicable to each Interconnection or service provided hereunder.

**45.0 Relationship of the Parties/Independent Contractor**

45.1 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 Act and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

45.2 Nothing contained herein shall constitute the Parties as joint ventures, 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.

#### **46.0 Multiple Counterparts**

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

#### **47.0 Subcontractors**

47.1 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.

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

47.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

47.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, network elements, functions, facilities, products and 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.

47.5 Any subcontractor that gains access to 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.

#### **48.0 Amendments and Modifications**

48.1 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.

48.2 Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications of any type.

#### **49.0 Filing**

49.1 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate State commission within sixty (60) days of both Parties signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached. In any event, upon approval of the successor agreement by the appropriate State commission, the rates, terms and conditions of such successor agreement shall retroactively apply back to the expiration and/or effective termination date of the last State commission approved agreement between the Parties or the effective date of any interim agreement entered into between the Parties, whichever is earlier.

#### **50.0 Entire Agreement**

50.1 The rates, terms, and conditions contained in this Agreement and any Appendices, 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 pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. 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.

#### **51.0 Authority**

51.1 Each of the AT&T-12STATE(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-12STATE(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-12STATE. Each of the AT&T-12STATE(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

51.2 LEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. LEC 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.

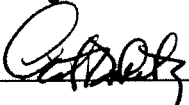
51.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

PLTC, LLC

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Nevada Bell Telephone Company d/b/a AT&T NEVADA AND AT&T WHOLESALE, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and/or AT&T TEXAS by AT&T Services, Inc., its authorized agent

Signature: 

Signature: 

Name: PATRICK J CASE  
(Print or Type)

Name: Patrick Doherty  
(Print or Type)

Title: Managing Director IT Services  
(Print or Type)

Title: Director - Regulatory

Date: 6/4/2012

Date: 6-7-12

Below, select either Option 1 or Option 2 for the exchange of ISP-Bound Traffic and Section 251(b)(5) Traffic at the FCC Interim ISP Terminating Compensation Plan Rate.

Use "X" to indicate selection:

X Option 1: Exchange ALL ISP-Bound Traffic and ALL Section 251(b)(5) Traffic at the FCC Interim ISP Terminating Compensation Plan Rate (Sections 5.3 through 5.11.1)

\_\_\_\_\_ Option 2: Exchange ONLY ISP-Bound Traffic at the FCC Interim ISP Terminating Compensation Plan Rate (Sections 5.12 through 5.20.2)

# ATTACHMENT W - ABT: DATA EXCHANGE (DEX)

**TABLE OF CONTENTS**

1.0 Introduction ..... 3  
2.0 Definitions ..... 3  
3.0 Responsibilities of the Parties..... 4  
4.0 Product Specific Service Delivery Provisions..... 5  
5.0 Limitation of Liability..... 7

## 1.0 Introduction

1.1 This Attachment sets forth the terms and conditions that apply to the Settlement of Non-Calling Card and Third Number Settlement System Messages under the Data Exchange (DEX) process and procedures in AT&T WEST REGION 2-STATE. This Attachment specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where AT&T WEST REGION 2-STATE is the Transporting LEC and (ii) the settlement of AT&T WEST REGION 2-STATE Non-CATS Messages where the Customer is the Transporting LEC, as defined below.

## 2.0 Definitions

- 2.1 "AT&T WEST REGION 2-STATE Calling Card Messages" means messages where:
- 2.1.1 the charges are billed to a Telecommunications line number based calling card issued by AT&T WEST REGION 2-STATE,
  - 2.1.2 the Transporting LEC is the CLEC,
  - 2.1.3 the originating number and the line number on the calling card are located in the same Telcordia Client Company territory.
- 2.2 "AT&T WEST REGION 2-STATE Collect Messages" means messages where the charges are billed to the called End User who is an AT&T WEST REGION 2-STATE End User and where the Transporting LEC is the CLEC.
- 2.3 "AT&T WEST REGION 2-STATE Non-CATS Messages" means AT&T WEST REGION 2-STATE Collect Messages, AT&T WEST REGION 2-STATE Calling Card Messages and/or AT&T WEST REGION 2-STATE Third Number Billed Messages as those terms are defined herein.
- 2.4 "AT&T WEST REGION 2-STATE End User" means an End User who has authorized AT&T WEST REGION 2-STATE to provide the End User with local Exchange Service or who has billed an intraLATA call to a Telecommunications calling card issued by AT&T WEST REGION 2-STATE.
- 2.5 "AT&T WEST REGION 2-STATE Third Number Billed Messages" means messages where:
- 2.5.1 the charges are billed to a AT&T WEST REGION 2-STATE End User's telephone number that is not the originating or terminating telephone number,
  - 2.5.2 the Transporting LEC is the CLEC,
  - 2.5.3 the originating and billed telephone numbers are located in the same Telcordia Client Company territory.
- 2.6 "Telcordia Client Company" means AT&T WEST REGION 2-STATE and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 2.7 "Centralized Message Distribution System (CMDS) Host" or "CMDS Host" means the Telcordia Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute End User message detail through CMDS and, where applicable, to settle End User message detail through BOC CATS.
- 2.8 "California 900 Messages" means 900 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a CLEC End User.
- 2.9 "California 976 Messages" means 976 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a CLEC End User.
- 2.10 "Calling Card and Third Number Settlement (CATS)" means the part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Telcordia Client Company territory and is billable to an End User in another Telcordia Client Company territory.
- 2.11 "CLEC Calling Card Messages" means messages where:
- 2.11.1 the charges are billed to a Telecommunications line number based calling card issued by CLEC,
  - 2.11.2 the Transporting LEC is AT&T WEST REGION 2-STATE,
  - 2.11.3 the originating number and the line number on the calling card are located in the same Telcordia Client Company territory.

- 2.12 "CLEC Collect Messages" means messages where the charges are billed to the called End User who is a CLEC End User and where the Transporting LEC is AT&T WEST REGION 2-STATE.
- 2.13 "CLEC End User" means an End User who has authorized CLEC to provide the End User with local Exchange Service or who has billed an intraLATA call to a Telecommunications calling card that is based on a telephone number issued by the CLEC.
- 2.14 "CLEC Non-CATS Messages" means CLEC Collect Messages, CLEC Calling Card Messages and/or CLEC Third Number Billed Messages as those terms are defined herein.
- 2.15 "CLEC Third Number Billed Messages" means messages where:
- 2.15.1 the charges are billed to a CLEC End User's telephone number that is not the originating or terminating telephone number,
- 2.15.2 the Transporting LEC is AT&T WEST REGION 2-STATE,
- 2.15.3 the originating and billed telephone numbers are located in the same Telcordia Client Company territory.
- 2.16 "Transporting LEC" means the LEC on whose network an End User originates a call.

### **3.0 Responsibilities of the Parties**

- 3.1 AT&T WEST REGION 2-STATE shall forward CLEC Non-CATS Messages to CLEC. AT&T WEST REGION 2-STATE shall forward Rejected Messages, Unbillable Messages and Unratable Messages as defined in Section 4.2 below, to CLEC. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.2 CLEC shall obtain a dedicated Revenue Accounting Office code (RAO). The RAO code will be used to exchange messages between CLEC and AT&T WEST REGION 2-STATE. CLEC shall inform AT&T WEST REGION 2-STATE whether CLEC is designating itself or an agent for receipt of CLEC's messages by completing AT&T WEST REGION 2-STATE's IS Call Center Flat File Form as found on the AT&T CLEC Online website in the CLEC Handbook. Thereafter, CLEC may change its designation only by completing a new AT&T WEST REGION 2-STATE IS Call Center Flat File Form. CLEC may not designate more than one entity to receive its Messages under this Agreement. CLEC expressly understands that all of its messages under this Attachment - Data Exchange and Attachment 02 – Network Interconnection must be directed to a single entity.
- 3.3 CLEC shall record and forward to AT&T CALIFORNIA all 900 and 976 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 respectively that originate from a CLEC End User's telephone number. The 900/976 messages shall be in unrated Exchange Message Interface (EMI) industry standard format and shall be exchanged at agreed upon intervals. AT&T CALIFORNIA shall rate the 900/976 messages and forward to CLEC all such messages billed to CLEC End Users.
- 3.4 CLEC may block access of its End Users to 900/976 numbers. CLEC shall be liable for the value of all completed 900/976 Messages originating from a CLEC End User's telephone number. AT&T WEST REGION 2-STATE shall include the value of all such completed 900/976 Messages in the Amount Due calculation set forth in Section 4.1 below.
- 3.5 CLEC shall forward AT&T WEST REGION 2-STATE Non-CATS Messages to AT&T WEST REGION 2-STATE. CLEC shall forward Unbillable Messages and Recharges as defined in Section 4.2 below, to AT&T WEST REGION 2-STATE. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.6 AT&T WEST REGION 2-STATE and CLEC shall exercise good faith efforts to bill and collect all amounts due from its End Users for messages distributed under this Attachment. AT&T WEST REGION 2-STATE and CLEC warrant that the billing and collection for messages distributed under this Attachment shall be at a performance level no less than the Party uses for the billing of its own local Exchange Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T WEST REGION 2-STATE and CLEC further agree that the billing and collection process for messages distributed under this Attachment shall comply with all relevant legal, regulatory and legislative authorities. CLEC further agrees that the billing and collection services performed for California 900/976 Messages shall comply with CPUC Decision No. 91-03-021 and Decision No. 96-02-072. AT&T WEST REGION 2-STATE and CLEC agree to work together to

determine whether blocking access to 900/976 numbers is necessary in the event fraudulent use from a End User's line is suspected.

- 3.7 When invoicing an End User for messages distributed under this Attachment, the Billing Party shall be responsible for the billing to, and collection from, the End User and/or payment to the appropriate taxing agency of all sales taxes, municipal fees, or other taxes of any nature, including interest and penalties, that may apply to the charges billed to the End User under this Attachment.

#### 4.0 Product Specific Service Delivery Provisions

- 4.1 For CLEC Non-CATS Messages and California 900/976 Messages billed to CLEC End Users that AT&T WEST REGION 2-STATE forwards to CLEC, AT&T WEST REGION 2-STATE shall calculate the amount due based on the following formula:

Rated Value of Non-CATS Messages and California 900/976 Messages

- Rejected/Unbillable Messages
- Recharges
- Billing Charges

= Amount Due AT&T WEST REGION 2-STATE

- 4.2 As used in Section 4.1 above the following terms are defined as set forth below:

- 4.2.1 Rated Value of Non-CATS Messages and California 900/976 Messages means the total computed charges for Non-CATS Messages and California 900/976 Messages based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Non-CATS Messages and California 900/976 Messages that failed to pass the industry standard edits and were returned to AT&T WEST REGION 2-STATE.
- 4.2.3 Unbillable Messages means the rated value of Non-CATS Messages and California 900/976 Messages that were not billable to a CLEC End User because of missing information in the billing record or other billing error, not the result of an error by CLEC or CLEC's CMDS Host, that are returned in a timely fashion to AT&T WEST REGION 2-STATE.
- 4.2.4 Recharges means the rated value of California 900/976 Messages billed to a CLEC End User but which CLEC adjusts off the End User's bill consistent with the allowable adjustments set forth in AT&T CALIFORNIA's Tariff Schedule Cal. P.U.C. No. 9.5.3.C.4.d (1),(2),(3). Recharges shall be returned to AT&T WEST REGION 2-STATE on the next scheduled transmission following the issuance of the adjustment to the End User and shall be in EMI industry standard format. CLEC acknowledges that AT&T WEST REGION 2-STATE shall be recouping all such Recharges to the underlying provider of the information service being adjusted. CLEC agrees to reasonably cooperate with AT&T WEST REGION 2-STATE in response to requests from the underlying information provider for additional information concerning an adjustment issued by the CLEC.
- 4.2.5 Billing Charges means the CLEC per message billing rate, as set forth in the Pricing Schedule, times the number of Non-CATS Messages and California 900/976 Messages forwarded by AT&T WEST REGION 2-STATE.

- 4.3 For AT&T WEST REGION 2-STATE Non-CATS messages billed to AT&T WEST REGION 2-STATE End Users that CLEC forwards to AT&T WEST REGION 2-STATE, CLEC shall calculate the amount due based on the following formula:

Rated Value of AT&T WEST REGION 2-STATE Non-CATS Messages

- Unbillable Messages
  - Unratable California 900/976 Messages
  - Billing Charges
- 

= Amount Due CLEC

- 4.4 As used in Section 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of AT&T WEST REGION 2-STATE Non-CATS Messages means the total computed charges for AT&T WEST REGION 2-STATE Non-CATS Messages based on CLEC's schedule of tariffed rates.
- 4.4.2 Unbillable Messages means the rated value of AT&T WEST REGION 2-STATE Non-CATS Messages that were not billable to a AT&T WEST REGION 2-STATE End User because of missing information in the billing record or other billing error, not the result of an error by AT&T WEST REGION 2-STATE, that are returned by AT&T WEST REGION 2-STATE in a timely fashion to CLEC.
- 4.4.3 Unratable California 900/976 Messages means the estimated value of California 900/976 Messages, originating from a CLEC End User's Telephone Number that:
- 4.4.3.1 CLEC fails to record and/or transmit to AT&T WEST REGION 2-STATE or
- 4.4.3.2 AT&T WEST REGION 2-STATE cannot rate because of missing or inaccurate information in the unrated billing record due to an error by CLEC. The Parties agree to exercise good faith efforts to estimate the value of such messages within thirty (30) calendar days of discovery of the unratable condition.
- 4.4.4 Billing Charges means the AT&T WEST REGION 2-STATE per message billing rate, as set forth in the Pricing Schedule, times the number of AT&T WEST REGION 2-STATE Non-CATS Messages received by AT&T WEST REGION 2-STATE.
- 4.5 Within fifteen (15) Business Days following the end of each calendar month, AT&T WEST REGION 2-STATE shall provide CLEC with a Non-CMDS Outcollect Report. The report shall include the following information:
- 4.5.1 CLEC Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by AT&T WEST REGION 2-STATE;
- 4.5.2 CLEC Non-CATS Messages and California 900/976 (by number and associated rated value) returned to AT&T WEST REGION 2-STATE as Rejected, Unbillable Messages or Recharges;
- 4.5.3 Amount due, as AT&T WEST REGION 2-STATE set forth in Section 4.1 above.
- 4.6 Within fifteen (15) Business Days following the end of each calendar month, CLEC shall provide AT&T WEST REGION 2-STATE with a report. The report shall include the following information:
- 4.6.1 AT&T WEST REGION 2-STATE Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by CLEC;
- 4.6.2 AT&T WEST REGION 2-STATE Non-CATS Messages and California 900/976 (by number and associated rated value) returned to CLEC as Rejected, Unbillable Messages or Recharges;
- 4.6.3 Amount due CLEC, as set forth in Section 4.3 above.
- 4.7 Each Party shall have thirty (30) calendar days from receipt of their respective Reports to pay the Amount Due without being subject to a Late Payment Charge. Payments shall be made by check unless otherwise agreed by the Parties.



4.7.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.

4.8 Taxes On Non-CATS Messages:

4.8.1 The Party rating calls shall not add on any sales taxes, municipal fee surcharges, or other similar taxes to Non-CATS Messages it sends to the Billing Party on either the daily usage feed or the monthly invoice.

## 5.0 Limitation of Liability

5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

5.2 AT&T WEST REGION 2-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T WEST REGION 2-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T WEST REGION 2-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.

5.3 AT&T WEST REGION 2-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T WEST REGION 2-STATE. Any losses or damage for which AT&T WEST REGION 2-STATE is held liable under this Attachment will in no event exceed the amount CLEC would have billed AT&T WEST REGION 2-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T WEST REGION 2-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

5.4 AT&T WEST REGION 2-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when accessed and used by a Third Party.

# ATTACHMENT SW - ABT-BILLING-COLLECTING- REMITTING AND CLEARINGHOUSE

## TABLE OF CONTENTS

1.0	Introduction .....	3
2.0	Definitions .....	3
3.0	BCR General Provisions .....	3
4.0	BCR Responsibilities of the Parties.....	3
5.0	BCR Product Specific Service Delivery Provisions .....	4
6.0	CH General Provisions.....	4
7.0	CH Responsibilities of the Parties .....	5
8.0	CH Product Specific Service Delivery Provisions .....	5
9.0	Limitation of Liability .....	5

## 1.0 Introduction

1.1 This Attachment sets forth the terms and conditions that apply to those Telecommunications Services for which Charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the Billing, Collecting and Remitting (BCR) of such Charges and for Compensation for the services performed in connection with the BCR of such Charges and for the settlement of Alternately Billed Traffic (ABT) utilizing the Clearinghouse (CH) process. This Attachment is only applicable to the AT&T SOUTHWEST REGION 5-STATE.

## 2.0 Definitions

- 2.1 "Billing, Collecting and Remitting" or "Bill, Collect and Remit" (BCR) means the process and support systems used in AT&T SOUTHWEST REGION 5-STATE for which intrastate/intraLATA local ABT calls are settled among participating LECs and CLECs.
- 2.2 "Alternately Billed Traffic (ABT)" means the service that allows either Party's End Users to bill LEC-carried calls to accounts that may not be associated with the originating line, and may include all of the following LEC-carried call types for the purpose of this Attachment:
- 2.2.1 Local and/or intraLATA toll Collect calls
  - 2.2.2 Local and/or intraLATA toll Bill-to-Third Number calls
  - 2.2.3 Local and intraLATA toll Calling Card calls
- 2.3 "Charges" for BCR only, means the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3 below, rendered by a LEC to an End User.
- 2.4 "Clearinghouse" (CH) means the process and support system used in AT&T SOUTHWEST REGION 5-STATE for which intrastate/intraLATA toll ABT calls are settled among participating LECs and CLECs.
- 2.5 "Clearinghouse Record" or "CH Record" means the call detail attributed to a single completed toll message.
- 2.6 "Compensation" means the amount to be paid by one Party to the other Party for BCR of Charges.
- 2.7 "Local Exchange Carrier (LEC)" as used in this Attachment, means those Local Exchange Carriers or Competitive Local Exchange Carriers that participate in the BCR process contained herein.
- 2.8 "Local Message" means those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.9 "Revenues" means the sum of all or part of the Charges.

## 3.0 BCR General Provisions

- 3.1 This Attachment shall apply to AT&T SOUTHWEST REGION 5-STATE procedures for the BCR of revenues (and Compensation to either Party for BCR of such revenues) derived from the following services:
- 3.1.1 LEC-carried local messages of the following types:
    - 3.1.1.1 Local Message service Charges billed to a calling card or to a third number.
    - 3.1.1.2 Directory Assistance calls charged to a calling card or to a third number.
    - 3.1.1.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
    - 3.1.1.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

## 4.0 BCR Responsibilities of the Parties

- 4.1 CLEC agrees to BCR, to AT&T SOUTHWEST REGION 5-STATE the Charges for the services described in Section 3.1.1 above which Charges are earned by any LEC (including AT&T SOUTHWEST REGION 5-STATE) but which are to be billed to End Users of the CLEC by the CLEC.

- 4.2 In those cases in which the Charges for the services, listed in Section 3.1.1 above, are due any LEC other than AT&T SOUTHWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-STATE will arrange to transfer these Charges to the appropriate LEC in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by CLEC for AT&T SOUTHWEST REGION 5-STATE's benefit, shall be remitted by CLEC to AT&T SOUTHWEST REGION 5-STATE within thirty (30) calendar days of the date of AT&T SOUTHWEST REGION 5-STATE's bill to CLEC for such services.
- 4.4 AT&T SOUTHWEST REGION 5-STATE agrees to bill and collect (or when another LEC agrees to bill and collect), and to remit to CLEC, the Charges for the services described in Section 3.1.1 above, which Charges are earned by CLEC, but which are to be billed by another LEC (including AT&T SOUTHWEST REGION 5-STATE to the End Users of that LEC).
- 4.5 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by AT&T SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by AT&T SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to AT&T SOUTHWEST REGION 5-STATE for such services.
- 4.6 The full amount of the Charges transmitted to either Party for BCR shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the Compensation due the Party for performing the End User billing function, as described in Section 5 below. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.1.1 above. Notwithstanding this paragraph, AT&T SOUTHWEST REGION 5-STATE may net amounts due to CLEC under this Attachment against amounts owed to AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.
- 4.8 AT&T SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the accuracy of the data supplied by CLEC when this data is accessed and used by a Third Party.
- 5.0 BCR Product Specific Service Delivery Provisions**
- 5.1 A Party performing the services described in Section 3.1.1 above will compensate the other Party for each charge billed at the rates set forth in the Pricing Schedule. Such Compensation shall be paid (unless a Party has collected such Compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such Compensation by the Party performing (or which has another LEC perform for it), the BCR functions described in Section 4 above.
- 6.0 CH General Provisions**
- 6.1 ABT does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 6.2 The settlement of ABT revenues, owed by and among participating LECs, via CH in another AT&T-Owned ILEC region is technically infeasible.
- 6.3 The only toll call messages that qualify for submission to AT&T SOUTHWEST REGION 5-STATE for CH processing are:
- 6.3.1 intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC Exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to an End User located in a second LEC's or CLEC Exchange within the same state; or
- 6.3.2 intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one (1) of AT&T SOUTHWEST REGION 5-STATE's local exchange operating areas, exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to an End User located in a second LEC's or CLEC Exchange and not in the originating State.
- 6.4 CLEC agrees to pay AT&T SOUTHWEST REGION 5-STATE a processing charge in consideration of AT&T SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in the Pricing Schedule.

6.5 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE bills the message. This charge is located in the Pricing Schedule.

6.6 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to 6.3 above. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two (2) years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## **7.0 CH Responsibilities of the Parties**

7.1 CLEC agrees that it will provide AT&T SOUTHWEST REGION 5-STATE billing records for CH processing that are in industry standard format acceptable to AT&T SOUTHWEST REGION 5-STATE. The records shall at minimum display the telephone number of the End User to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory billing requirements. CH Records will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC Exchange but are to be billed to an End User in a second LEC's or CLEC Exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes.

7.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to CH. CLEC will retain its originating records for ninety (90) calendar days such that the category ninety-two (92) Records can be retransmitted to AT&T SOUTHWEST REGION 5-STATE for CH processing, if needed.

7.3 AT&T SOUTHWEST REGION 5-STATE will provide and maintain such systems it believes are required to furnish the CH service described herein. AT&T SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

7.4 CLEC will timely furnish to AT&T SOUTHWEST REGION 5-STATE all CH Records required to provide the CH service.

7.5 Presently, in operating the CH, AT&T SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any sub-processes are required to settle CH messages due to the use of ported numbers, such sub-processing will be the responsibility of the porting entity.

## **8.0 CH Product Specific Service Delivery Provisions**

8.1 AT&T SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the:

- 8.1.1 amounts owed by CLEC for billing messages originated by others;
- 8.1.2 amounts due to CLEC for CLEC originated messages billed by others;
- 8.1.3 applicable billing charges; and
- 8.1.4 processing charges.

## **9.0 Limitation of Liability**

9.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

9.2 AT&T SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.

- 9.3 AT&T SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T SOUTHWEST REGION 5-STATE. Any losses or damage for which AT&T SOUTHWEST REGION 5-STATE is held liable under this Attachment for CH will in no event exceed the amount of processing charges incurred by CLEC for the services provided hereunder during the period beginning at the time AT&T SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.
- 9.4 CLEC agrees to indemnify and hold AT&T SOUTHWEST REGION 5-STATE harmless against and with respect to any and all Third Party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T SOUTHWEST REGION 5-STATE's performance pursuant to this Attachment.

# ATTACHMENT MW - ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)



**TABLE OF CONTENTS**

1.0 Introduction ..... 3

2.0 Definitions ..... 3

3.0 General Provisions ..... 3

4.0 Responsibilities of the Parties ..... 3

5.0 Limitation of Liability ..... 3

## 1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the CLEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

## 2.0 Definitions

- 2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and messages which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T-Owned ILEC across the five (5) individual states which make up these two regions.
- 2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within both AT&T MIDWEST REGION 5-STATE.

## 3.0 General Provisions

- 3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by CLEC (when the CLEC is using its own End Office Switch), or messages originated by CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only).
- 3.1.1 For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this Section; a call originating within AT&T ILLINOIS but billing outside of AT&T ILLINOIS would not be covered by NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This Attachment does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE.
- 3.5 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 3.6 The Party billing the End User shall be responsible for all uncollectible amounts.
- 3.7 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

## 4.0 Responsibilities of the Parties

- 4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.

## 5.0 Limitation of Liability

- 5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:
- 5.1.1 AT&T MIDWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T MIDWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T MIDWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.

- 5.1.2 AT&T MIDWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T MIDWEST REGION 5-STATE. Any losses or damage for which AT&T MIDWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount that CLEC would have billed AT&T MIDWEST REGION 5-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T MIDWEST REGION 5-STATE receives notice of the error, interruption, failure or malfunction, to the time service is restored.
- 5.1.3 AT&T MIDWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a Third Party.

PRICING SHEETS

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
10	WI	ALTERNATE BILLED	Non Intercompany Settlement (NICS) Billing Charge (Per Message)				\$ 0.05			per message
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		USAGE		0.0007			MOU

# AT&T Wholesale Amendment

**AMENDMENT**  
**BETWEEN**  
**WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**  
**AND**  
**PLTC, LLC**



Signature: eSigned - Kyle Kujala-Korpela

Signature: eSigned - William Bockelman

Name: eSigned - Kyle Kujala-Korpela  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: VoIP Systems Manager  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 11 Jan 2019

Date: 14 Jan 2019

PLTC, LLC

Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by  
AT&T Services, Inc., its authorized agent

State	CLEC OCN
WISCONSIN	375F

Description	ACNA Code(s)
ACNA(s)	PKP

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
PLTC, LLC  
AND  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This amendment ("Amendment") amends the OE-LEC TTA Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and PLTC, LLC ("OE-LEC"). AT&T and OE-LEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, AT&T and OE-LEC are Parties to an OE-LEC TTA Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 7, 2012 and as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
  - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. The Parties agree to replace Section 24 from the Agreement with the following language:

**24. NOTICES**

- 24.1 Notices given by OE-LEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 24.1.1 delivered by electronic mail (email).
  - 24.1.2 delivered by facsimile.
- 24.2 Notices given by AT&T to the OE-LEC 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:
  - 24.2.1 delivered by electronic mail (email) provided OE-LEC has provided such information in Section 25.4 below.
  - 24.2.2 delivered by facsimile provided OE-LEC has provided such information in Section 25.4 below.
- 24.3 Notices will be deemed given as of the earliest of:



- 24.3.1 the date of actual receipt;
- 24.3.2 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;
- 24.3.3 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;

24.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	OE-LEC CONTACT
NAME/TITLE	Kyle Kujala-Korpela VoIP Systems Manager
STREET ADDRESS	105 Kent Street, PLTC at CCI Systems, Inc.
CITY, STATE, ZIP CODE	Iron Mountain, MI 49801
PHONE NUMBER*	906.828.3354
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	<a href="mailto:kyle.kujala-korpela@ccisystems.com">kyle.kujala-korpela@ccisystems.com</a>

	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.

- 24.5 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 25. 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.
- 24.6 AT&T communicates official information to OE-LECs 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.
- 24.7 Notice of Changes
  - 24.7.1 Nothing in this Agreement shall limit either Party’s ability to upgrade its network through the incorporation of new equipment, new 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 may be amended from time to time (the “Network Disclosure Rules”).

- 4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CARRIER’s agreement.
- 5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions

of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
10. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

PRICING SHEETS  
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU