

**OPERATOR SERVICES/DIRECTORY ASSISTANCE
(OS/DA)
COMMERCIAL AGREEMENT**

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE COMMERCIAL AGREEMENT

This Operator Services and Directory Assistance (OS/DA) Commercial Agreement ("Agreement") is entered into by and between one or more of the AT&T Inc. owned ILECs: **BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN**, (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) ("AT&T") and <<txtCXRLegal>> ("ILEC") in the state(s) of <<lboxStates>>. AT&T and ILEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties are each Incumbent Local Exchange Carriers, and to the extent required, certificated by the respective state public utility commission in the above-mentioned state(s); and

WHEREAS, this Agreement is voluntarily negotiated agreement under which AT&T will provide wholesale OS/DA services on behalf of the ILEC to ILEC's end users.

NOW, THEREFORE, the Parties agree as follows:

1.0 Introduction and Scope

- 1.1 This Agreement sets forth the rates, as shown in, Pricing Sheet ("Pricing Sheet"), terms and conditions under which AT&T shall provide Operator Services (OS) and Directory Assistance (DA) services on behalf of the ILEC to the ILEC's end users.
- 1.2 ILEC shall be the retail OS/DA provider to its end users, and AT&T shall be the provider of OS/DA operations to ILEC. AT&T shall answer ILEC's end user OS/DA calls on ILEC's behalf, as follows:
 - 1.2.1 When the end user dials 0 or 0+ the telephone number, AT&T shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the end user dials 411, 1-411, HNPA+555-1212, or 1+555-1212 AT&T shall provide Directory Assistance as described in Section 5 below.
- 1.3 ILEC may charge its end users whatever OS/DA rates it wishes, and ILEC therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 This Agreement shall be effective on the date upon which the last Party signs ("Effective Date"). The Agreement and its rates, terms and conditions shall apply for a term of two (2) years beginning on the Effective Date ("Initial Term").
 - 1.4.1 Notwithstanding the foregoing, AT&T reserves the right to suspend, modify or terminate, without penalty, any service(s) or features or service(s) offerings contained in this Agreement on one hundred eighty days (180 days) written notice to the ILEC.
 - 1.4.1.1 ILEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of products and/or services to ILEC end users under Section 1.4.1, above.
 - 1.4.1.2 ILEC shall be solely responsible for noticing ILEC end users of changes to any service(s) or features or Service(s) offerings contained in this Agreement.

- 1.4.2 At any time at the end of the Initial Term, if neither Party has served written notice of its intent to terminate this Agreement, then the Agreement will continue until the Party desiring to terminate the Agreement provides one hundred eighty (180) days written notice to the other Party of the date the Agreement will terminate ("Termination Date").
- 1.4.3 At the termination of this Agreement, ILEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. ILEC shall be solely responsible (including from a financial, operational and administrative standpoint) to ensure that its end users are notified of discontinuance or transitioned to a new provider before the Termination Date of this Agreement. However, the failure to develop a transition plan shall not constitute a breach of this Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, disconnect all or any of the services at any time after the Termination Date.
- 1.4.4 If this Agreement continues past the Initial Term, subject to Section 1.4.2, all terms and conditions herein apply as written, except that AT&T may increase the per call or per second OS/DA rates shown in the Pricing Sheet upon thirty (30) days advance written notice, so long as the rate increase does not exceed a 10% increase.
- 1.4.5 If this Agreement continues past the Initial Term, no new physical direct trunk arrangements between ILEC's switches and AT&T's OS/DA platforms will be permitted unless both Parties mutually agree.

2.0 General AT&T Obligations for OS/DA Services

2.1 Dialing Parity

- 2.1.1 AT&T will provide OS/DA to ILEC's end users with no unreasonable dialing delays and at dialing parity with AT&T retail OS/DA services.

2.2 Response Parity

- 2.2.1 Where technically feasible and/or available, ILEC's end users shall be answered by AT&T's OS and DA platforms with the same priority and using the same methods as for AT&T's end users.

2.3 Usage Information

- 2.3.1 Where ILEC is direct trunked to an AT&T OS/DA switch, AT&T will record ILEC's OS/DA usage. Call detail information in the usage file will be provided to the ILEC, in the existing format, that will enable the ILEC to bill its end users. Standard formatting will also be used in the data exchange process.
- 2.3.2 At a minimum, the usage file shall be in industry-standard format and will be in compliance with the Ordering and Billing Forum guidelines. When ILEC is operating its own switch-based service, AT&T will transmit similar usage recorded by the AT&T OS/DA switch via a mutually agreed electronic interface for ILEC's switch.

3.0 Trunking Requirements

- 3.1 To the extent that ILEC is serving its own switches and wishes to direct trunk to AT&T's OS/DA switches, then the Parties' physical trunking requirements are described in this section. All OS/DA trunking arrangements shall be subject to the mutual agreement of the Parties.
- 3.2 The demarcation point for OS/DA traffic between the Parties' networks at a minimum must be within the LATA in which the ILEC's OS/DA traffic originates.
- 3.2.1 Because ILEC's switch may serve end users in more than one LATA, for purposes of this Agreement, ILEC's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of ILEC's switch.
- 3.3 The Parties agree to establish an OS/DA meet point at the AT&T switch in that LATA, unless after consideration of the following engineering and locations factors or other relevant factors, a meet point at the AT&T switch is not economically feasible or practical:
- 3.3.1 the size and type of facilities needed to carry ILEC's switch-based OS/DA traffic;

- 3.3.2 whether ILEC wishes to direct trunk for both OS and DA, or just OS, or just DA;
- 3.3.3 whether ILEC or ILEC's affiliate already has existing OS/DA facilities in place to the AT&T OS/DA platforms.
- 3.4 ILEC shall provide the necessary facilities to direct trunk traffic to AT&T's OS/DA switch(es) at the meet point between the Parties' networks. ILEC will be financially responsible for the OS/DA facilities on its side of the meet point, and AT&T will be financially responsible for the OS/DA facilities on its side of the meet point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 ILEC will initiate a request to AT&T for all OS/DA trunk groups from its switch to the appropriate AT&T OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling.
- 3.5.2 Exchange Access Operator Services Signaling (EAOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from ILEC to each AT&T OS/DA switch. EAOSS signaling requires 10-digit Automatic Number Identification (ANI).
- 3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from ILEC to each AT&T OS/DA switch for each NPA served in the LATA. MOSS signaling requires 7-digit ANI.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.1 Operator Service (OS) Trunks: ILEC shall establish a one-way trunk group from ILEC's switch to the AT&T OS switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. ILEC will have administrative control for the purpose of issuing a request to AT&T on this one-way trunk group.
- 3.6.2 Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks: ILEC shall establish a one-way trunk group from ILEC's switch to the AT&T DA switch serving DA end users in that LATA. This trunk group will transport DA/DACC only and then the trunk group will be designated with the appropriate DA traffic use code and modifier. ILEC will have administrative control for the purpose of issuing a request to AT&T on this one-way trunk group.
- 3.6.3 Where available, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different, appropriate traffic use code and modifier.

4.0 Specifics of OS Offerings and Recurring Charges

- 4.1 Operator Services Rate Structure. AT&T will assess its OS charges based upon whether the ILEC's end user is receiving (a) manual OS (i.e., provided via an operator), for which a per work second charge will apply, or (b) automated OS (e.g., an OS switch equipment voice recognition feature, functioning without operators where technically feasible and/or available), where a flat rate per call charge will apply. See the attached Pricing Sheet for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. AT&T will provide OS to ILEC end users where available and technically feasible to AT&T retail end users served in accordance with OS methods and practices that are in effect at the time the ILEC end user makes an OS call.
- 4.3 General Operator Assistance. The ILEC's end user dialing 0 may ask the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls where available and technically feasible to AT&T retail end users served in accordance with OS methods and practices that are in effect at the time the ILEC end user makes an OS call.

5.0 Specifics of DA Offering and Recurring Charges

- 5.1 Rate Structure. DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Pricing Sheet for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. AT&T will provide DA Services to ILEC end users where technically feasible and/or available to AT&T retail end users served in accordance with DA Services methods and practices that are in effect at the time ILEC end user makes a DA call.

- 5.3 AT&T will provide the following DA Services to ILEC end users:
- 5.3.1 Local Directory Assistance. Consists of providing published name and telephone number.
 - 5.3.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed.
 - 5.3.3 National Directory Assistance (NDA). A service whereby callers may request DA outside their LATA or local calling area for any listed telephone number in the United States.
 - 5.3.4 Reverse Directory Assistance (RDA). A service consisting of providing listed local and national name and address information associated with a telephone number.
 - 5.3.5 Business Category Search (BCS). A service in which the ILEC end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

6.0 OS/DA Custom Branding

- 6.1 The incoming OS/DA call is automatically answered by silence prior to being handled by automated equipment or an operator. ILEC end users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, ILEC may custom brand for which custom brand charges will apply.
- 6.1.1 ILEC will provide announcement phrase information, via the Operator Services Translation Questionnaire (OSTQ). ILEC must brand with name it is doing business under and in conformance with any regulatory or legal requirements.
 - 6.1.2 AT&T will then perform all of the loading and testing of the announcement prior to live traffic. ILEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
 - 6.1.3 ILEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
 - 6.1.4 ILEC agrees that if it does not brand the call, ILEC shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
- 6.2 AT&T will be responsible for loading the ILEC-provided recording announcement into all applicable OS and/or DA switches prior to live traffic and will test the announcement for sound quality at parity with that provided to AT&T retail end users. ILEC will be responsible for paying the initial recording loading charges, as well as any subsequent loading charges if new recordings are provided as specified above (see Pricing Sheet).
- 6.3 Branding announcement load charges are assessed per loaded recording, per OCN, per switch. For example, an ILEC may choose to brand under a different name than its facilities-based operations provided the ILEC is doing business under that brand, and therefore two separate recordings could be loaded into each switch, each incurring the branding announcement charge. These charges are mandatory, non-recurring, and are found in the attached Pricing Sheet.
- 6.4 Prior Branded OS/DA Service Arrangement
- 6.4.1 To the extent that ILEC has already established the branding announcement from a prior branded OS/DA service arrangement, then no non-recurring charges will apply to set up the new OS/DA service for branding.
 - 6.4.2 To the extent that ILEC has not established the branding announcement from a prior branded OS/DA service arrangement, then non-recurring charges will apply to set up the new OS/DA service for branding as is described in this section above, and at the rates set forth in the attached Pricing Sheet.
 - 6.4.3 Branding is not technically feasible on a DA trunk without ANI, i.e., Intertoll (IT) trunk groups.

7.0 Consolidated Reference Rater

- 7.1 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rates for ILEC end users.
- 7.2 Where CRR is technically feasible and/or available, ILEC will provide AT&T with its applicable retail OS/DA rates and end user contact numbers. AT&T will be responsible for loading the ILEC-provided OS/DA retail rates and the ILEC-provided contact number(s) into the CRR database. ILEC will be responsible for paying the initial reference and rate loading charges (see Pricing Sheet).
- 7.3 Where CRR is available, in response to end user inquiries about OS/DA rates, AT&T will quote the OS/DA rates provided by ILEC in CRR. If further inquiries are made about rates, billing and/or other “business office” questions, AT&T shall direct the calling party’s inquiries to an ILEC-provided contact number.
- 7.4 Where available, CRR load charges are assessed per loaded set of rates/references, per OCN, per state. For example, an ILEC may change its rates/references, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the CRR charge. These charges are mandatory, nonrecurring and are found in the attached Pricing Sheet.

8.0 Inward Assistance Operator Services (INW)

- 8.1 Responsibilities of the Parties:
- 8.1.1 To the extent that ILEC elects to interconnect with AT&T’s operator assistance switches, the ILEC’s responsibilities are described below.
- 8.1.2 ILEC shall be financially responsible for the transport facilities to the AT&T switch(es). ILEC may self-provision these INW facilities, lease them from Third Parties, or purchase them from the applicable AT&T Tariff.
- 8.1.3 The ILEC will initiate an Access Service Request (ASR) for a one-way trunk group from its designated operator assistance switch to the AT&T operator assistance switch utilizing MF signaling.
- 8.2 ILEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T. ILEC or its designated OS providers shall submit an ASR to AT&T to establish any new interconnection trunking arrangements.
- 8.2.1 ILEC must provide one (1) Carrier Identification Code (CIC) for its ILEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the ILEC wishes to receive separate billing data for its ILEC and IXC operations.
- 8.3 Specifics of INW Offering and Pricing:
- 8.3.1 Toll Center Codes will be used by the ILEC operators for routing and connecting to the AT&T operator assistance switches. These codes are specific to the various AT&T LATAs where AT&T operator assistance switches are located.
- 8.3.2 AT&T OS will require a Toll Center Code for the ILEC OS assistance switch. This code will be the routing code used for connecting the AT&T operator to the ILEC operator on an inward basis.
- 8.3.3 If the ILEC requires establishment of a new Toll Center Code, ILEC shall do so by referencing the LERG.
- 8.3.4 AT&T pricing for INW shall be based on the rates specified in the Pricing Sheet.
- 8.4 If the ILEC terminates INW or OS/DA service prior to the Initial Term of this Agreement, ILEC shall pay AT&T, within thirty (30) calendar days of the issuance of any bills by AT&T, all amounts due for actual services provided under this Agreement, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T pursuant to this Agreement prior to its termination.
- 8.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

9.0 General Terms and Conditions

9.1 Assurance of Payment

- 9.1.1 To the extent that ILEC's billing exceeds five thousand (\$5,000) per month, AT&T may request ILEC provide AT&T with the AT&T credit profile form and provide information to AT&T regarding ILEC's credit and financial condition.
- 9.1.2 Assurance of payment may be requested by AT&T:
- 9.1.2.1 If based on AT&T's analysis of the AT&T credit profile and other relevant information regarding ILEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of ILEC. Such impairment will be determined from information available from Third Party (defined as any Person other than a Party, Person meaning 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 (defined as 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)) financial sources; or
- 9.1.2.2 If ILEC fails to timely pay a bill rendered to ILEC by AT&T (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which ILEC has complied with all requirements set forth in Section 9.3.3); and/or
- 9.1.2.3 If ILEC's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in ILEC's "accounts receivables and proceeds"; or
- 9.1.2.4 When ILEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.1.3 If AT&T requires ILEC to provide a security deposit, ILEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T's request, as applicable. Deposit request notices will be sent to ILEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's applicable Tariff.
- 9.1.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:
- 9.1.4.1 a Cash Deposit – a cash security deposit in U.S. dollars held by AT&T; or
- 9.1.4.2 a Letter of Credit – an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T naming the AT&T-owned ILEC(s) designated by AT&T as the beneficiary(ies) thereof and otherwise on the AT&T Letter of Credit form; or
- 9.1.4.3 a Surety Bond – a bond from a Bond company with a credit rating by AMBEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.
- 9.1.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T, for products or services to be

- furnished by AT&T under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if ILEC has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either ILEC or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, ILEC and AT&T shall agree on a level of estimated billings based on all relevant information.
- 9.1.6 To the extent that AT&T elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.1.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T Tariff. AT&T will not pay interest on a Letter of Credit or a Surety Bond.
- 9.1.8 AT&T may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one (1) of the following events:
- 9.1.8.1 ILEC owes AT&T undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 9.1.8.2 ILEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 9.1.8.3 The expiration or termination of this Agreement.
- 9.1.9 If AT&T draws on the Letter of Credit or Cash Deposit, upon request by AT&T, ILEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 9.1.5.
- 9.1.10 Notwithstanding anything else set forth in this Agreement, if AT&T makes a request for assurance of payment in accordance with the terms of this Section 9.1.10 then AT&T shall have no obligation thereafter to perform under this Agreement until such time as ILEC has furnished AT&T with the assurance of payment requested; provided, however, that AT&T will permit ILEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 9.1.10.
- 9.1.11 In the event ILEC fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to ILEC may be suspended, discontinued or terminated in accordance with the terms of Section 9.1. Upon termination of services, AT&T shall apply any security deposit to ILEC's final bill for its account(s). If ILEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T may also invoke the provisions set forth in Section 9.3.
- 9.1.12 A Cash Deposit held by AT&T shall be returned to ILEC if the following conditions have been met:
- 9.1.12.1 Payment was made on bills rendered to ILEC by AT&T (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which ILEC has complied with all requirements set forth in Section 9.3.3) as of the Bill Due Date (defined as thirty (30) calendar days from the bill date) for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 9.1.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about ILEC that may be considered includes, but

is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.

- 9.1.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T shall in no way relieve ILEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 9.1.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by ILEC as security under this Agreement, ILEC shall renew such Letter of Credit or provide AT&T with evidence that ILEC has obtained a suitable replacement for the Letter of Credit. If ILEC fails to comply with the foregoing, AT&T shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for ILEC accounts(s). If ILEC provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, ILEC shall renew the Surety Bond or provide AT&T with evidence that ILEC has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If ILEC fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for ILEC's account(s). If the credit rating of any bonding company that has provided ILEC with a Surety Bond provided as security hereunder has fallen below "B", AT&T will provide written Notice to ILEC that ILEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T's written Notice. If ILEC fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for ILEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by ILEC as security hereunder if ILEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

9.2 Billing and Payment

- 9.2.1 AT&T shall include all charges for services rendered under this Agreement on a monthly bill(s) rendered to ILEC (hereinafter "invoice"). The invoice shall be sent to the billing address established by ILEC.
- 9.2.2 ILEC shall pay all charges under this Agreement as found in the Pricing Sheet within thirty (30) days of the invoice date. The Parties may raise a good faith billing dispute as set forth in Section 9.15.
- 9.2.3 AT&T shall charge ILEC monthly, and ILEC agrees to pay monthly, the OS/DA rates found in the attached Price Sheet. The Parties agree that billing and payment details, including the assessment of Late Payment Charges for unpaid balances, shall be subject to a Late Payment Charge of one and one-half percent (1½%) per month until paid or the highest rate permitted by law. ILEC shall be responsible for any costs of collection (including attorney's fees and costs) incurred by AT&T to collect unpaid amounts owed by ILEC to AT&T. AT&T will accumulate and provide to ILEC the data that will enable ILEC to bill its end users. Standard formatting will be used in the process of data exchange. ILEC shall be responsible for any costs of collection (including attorney's fees and costs) incurred by AT&T to collect unpaid amounts owed by ILEC to AT&T. Where technically feasible and available, AT&T will accumulate and provide to ILEC the data that will enable ILEC to bill its end users. Standard formatting will be used in the process of data exchange.
- 9.2.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to ILEC's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply. Remittance Information means the information must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 9.2.5 A good faith billing dispute under this Agreement requires ILEC to provide a written claim to AT&T to permit AT&T to investigate the merits of the dispute. Such claim must identify the following within ten (10)

Business Days from the date AT&T is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that ILEC believes was billed in error; (c) the date of the invoice; and (d) a brief description of the reason or grounds for the dispute. ILEC billing inquiries and/or claims of over billing shall be referred to AT&T for investigation within twelve (12) months of the charge(s) first appearance on the invoice to ILEC. Absent a claim and/or dispute by ILEC as to a charge within twelve (12) months from its first appearance on an invoice to ILEC, such charge shall be deemed to be correct.

9.2.6 If AT&T determines that it billed ILEC incorrectly for services within 12 months of rendering the service, AT&T will adjust ILEC's bill accordingly.

9.2.7 AT&T shall have no financial responsibility for any intercompany compensation payments due for the local or intraLATA calls processed on behalf of the ILEC under this Agreement. ILEC agrees that it shall indemnify and hold AT&T harmless from any claims for intercompany compensation payments on the traffic processed under this Agreement.

9.3 Non-Payment and Procedures for Disconnection

9.3.1 If a Party is furnished products and/or services under the terms of this Agreement in more than one (1) state, Section 9.3 through Section 9.3.11, inclusive, shall be applied separately for each such state.

9.3.2 Failure to pay charges shall be grounds for disconnection of products and/or services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges (defined as the charge that is applied when a ILEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from ILEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T as of the Bill Due Date, or if the ILEC does not submit the Remittance Information) or Unpaid Charges (defined as any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice (defined as written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Products and/or Services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's Notice (official correspondence between the Parties sent in accordance with Notice Sections 9.13 of this General Terms and Conditions) of Unpaid Charges) to such Non-Paying Party (defined as the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party). The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.

9.3.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

9.3.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts (defined as the amount that the Disputing Party contends is incorrectly billed) and the reason for its dispute and the following specific details:

9.3.3.1.1 the date of the bill in question;

9.3.3.1.2 the account number or other identification (ILEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;

9.3.3.1.3 telephone number, circuit ID number or trunk number in question;

9.3.3.1.4 any USOC (or other descriptive information) information relating to the item questioned;

9.3.3.1.5 amount billed;

9.3.3.1.6 amount in question; and

- 9.3.3.1.7 the reason that the Disputing Party disputes the billed amount.
- 9.3.3.2 pay all undisputed Unpaid Charges to the Billing Party.
- 9.3.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 9.15.
- 9.3.5 If the Non-Paying Party fails to:
 - 9.3.5.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 9.3.2;
 - 9.3.5.2 timely furnish any assurance of payment requested in accordance with Section 9.1.4; or
 - 9.3.5.3 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law (defined as 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), provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 9.3.5.1 thru 9.3.5.3 of this Section 9.3.5 within ten (10) Business Days (defined as Monday through Friday, excluding holidays on which the applicable AT&T ILEC does not provision new retail services and products).
- 9.3.6 If by 5:00 p.m. Central Time of the 10th day following receipt of a notice under this Section, ILEC fails to (a) fully comply with each of Sections 9.3.3 through 9.3.5.3, or (b) make a payment in accordance with the terms of any mutually agreed payment arrangement then agreed to by the Parties, AT&T may, in addition to exercising any other rights or remedies it may have under law, take any or all of the following actions, without any further notice to ILEC:
 - 9.3.6.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional products and/or services under this Agreement;
 - 9.3.6.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional products and/or services service under this Agreement;
 - 9.3.6.3 subject to Section 9.3.10, discontinue providing any offering furnished under this Agreement.
- 9.3.7 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.3.5, and Sections 9.3.6.1 and 9.3.6.2 and 9.3.6.3:
 - 9.3.7.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and
 - 9.3.7.2 will exclude any affected application, request, order or service from any otherwise applicable service assurance provisions.
- 9.3.8 The Billing Party has no liability to the Non-Paying Party or its end users in the event of disconnection of service in compliance with Section 9.3.5. AT&T has no liability to ILEC or ILEC's end users in the event of disconnection of service to ILEC and the provision of service for a limited transition period for any end users by AT&T in connection with such disconnection.
- 9.3.9 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.3.10 The Parties shall comply with any applicable laws regarding the discontinuance of any offering hereunder. In the event of any inconsistency with any Applicable Law and this Section, Section 9.23, Severability, shall not affect the application of this Section to the full extent permitted by law.

9.3.11 Limitation on Back-billing and Credit Claims:

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

9.3.11.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the six (6) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six (6) month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

9.3.11.1.2 Back-billing and credit claims, as limited above, will apply to all products and/or services purchased under this Agreement.

9.4 Publicity and Use of Trademarks or Service Marks

9.4.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval.

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

9.5 Disclaimer of Representations and Warranties

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

9.6 Limitation of Liability

9.6.1 Except as may be expressly provided herein, 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 (including any statutory causes of action alleged to arise from such a breach of this Agreement, such as violation of state or federal telecommunications acts), shall not exceed in total the amount AT&T has charged ILEC under this Agreement.

9.6.2 Neither Party shall be liable to the other Party for any consequential damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement, and all statutory causes of action alleged to arise from such breach of this Agreement), and regardless of whether the Parties knew or had been advised of the possibility that such consequential damages could result in

connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 9.6.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its end users or third parties that relate to any 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 and (ii) any consequential damages.

9.7 Indemnity

- 9.7.1 Except as otherwise expressly provided herein, each Party shall be responsible only for the functions, facilities, products and services which are provided by that Party, its authorized agents or subcontractors, and neither Party shall bear any responsibility for the functions, facilities, products and services provided by the other Party, its agents or subcontractors.
- 9.7.2 Except as otherwise expressly provided herein, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, ILEC (the "Indemnifying Party") shall release, defend and indemnify AT&T (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a Third Party arising out of ILEC's use of AT&T's Operator Service and/or Directory Assistance Services, except where AT&T acted with gross negligence or intentional misconduct.
- 9.7.3 In the case of any loss alleged or claimed by an ILEC end user, ILEC whose end user alleged shall defend and indemnify AT&T (the "Indemnified Party") against any and all such Claims (defined as any pending or threatened claim, action, proceeding or suit) or losses by its end user regardless of whether the underlying product or service giving rise to such Claim or loss was provided or provisioned by AT&T, unless the Claim or loss was caused by the gross negligence or willful misconduct of AT&T.

9.8 Relationship of the Parties / Independent Contractors

- 9.8.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 9.8.2 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.

9.9 No Third Party Beneficiaries; Disclaimer of Agency

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

9.10 Joint and Several Liability

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

9.11 Force Majeure

9.11.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority (defined as 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), embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, 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 ILECs (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

9.11.1.1 Delaying Event is defined as any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

9.11.1.1.1 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;

9.11.1.1.2 any delay, act or failure to act by the other Party or its end user, agent or subcontractor; or

9.11.1.1.3 any Force Majeure Event.

9.12 Survival

9.12.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 1.4 thru Section 1.4.5 on Termination; 9.1.6 on Cash Deposits, Section 9.1.7 on Deposit Interest, Section 9.1.8 on Drawing on Cash Deposits; Sections 9.2 thru Section 9.2.7 on Billing & Payment; Section 9.3 on Non-Payment and Procedures for Disconnection, Section 9.24 on Audits, Section 9.5 on Warranties, Section 9.7 on Indemnity; Section 9.25 Intellectual Property/License; Section 9.13 on Notices; Section 9.4 on Publicity and Use of Trademarks or Service Marks; Section 9.22 on Confidentiality; Section 9.26 on Governing Law; Section 9.27 on CALEA Compliance; Section 9.29 on Taxes; Section 9.30 on Non-Waivers and Section 9.32 on Amendments and Modifications.

9.13 Notices

9.13.1 Notices given by ILEC 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:

- 9.13.1.1 delivered by electronic mail (email).
- 9.13.1.2 delivered by facsimile.
- 9.13.2 Notices given by AT&T to the ILEC 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:
 - 9.13.2.1 delivered by electronic mail (email) provided ILEC has provided such information in Section 9.13.4.
 - 9.13.2.2 delivered by facsimile provided ILEC has provided such information in Section 9.13.4.
- 9.13.3 Notices will be deemed given as of the earliest of:
 - 9.13.3.1 the date of actual receipt;
 - 9.13.3.2 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;
 - 9.13.3.3 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;
- 9.13.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	ILEC CONTACT
NAME/TITLE	<<txtNoticeName>> <<txtNoticeTitle>>
STREET ADDRESS	<<txtNoticeAddress1>>
CITY, STATE, ZIP CODE	<<txtNoticeCity>>, <<cbxNoticeState>> <<txtNoticeZip>>
PHONE NUMBER*	<<txtNoticePhone>>
FACSIMILE NUMBER	<<txtNoticeFax>>
EMAIL ADDRESS	<<txtCXREmail>>

	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.

- 9.13.5 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) days following receipt by the other Party.
- 9.14 AT&T may communicate official information to ILECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to an external online website, inclusive

of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

9.15 Dispute Resolution

- 9.15.1 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.
- 9.15.2 In the event of a dispute between the Parties arising from or relating to the performance of this Agreement, either Party may serve written notice of the dispute to the contract Notice designee above. Upon receipt of such written Notice, 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.
- 9.15.3 If after 60 days the dispute is not resolved through the company representatives above, it is agreed that such disputes shall be settled by binding arbitration in accordance with the American Arbitration Association - Arbitration Rules and Procedures as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make an award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. This provision should not be construed so as to prohibit either Party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

9.16 Subcontracting

- 9.16.1 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.
- 9.16.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 9.16.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 9.16.4 No contract, subcontract or other agreement entered into by or between either Party with any Third Party in connection with the provision of functions 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.
- 9.16.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or proprietary information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or proprietary information to the same extent the subcontracting Party is required to protect such CPNI or proprietary information under the terms of this Agreement and Exhibits attached hereto.

9.17 Miscellaneous Term and Conditions

- 9.17.1 This document contains the complete Agreement between the Parties and supersedes all prior written contracts, oral agreements, understandings, negotiations and discussions between the Parties pertaining to OS/DA traffic for the period of this Agreement.
- 9.17.2 Unless specifically stated otherwise, this Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.
- 9.17.3 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.
- 9.17.4 If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.
- 9.17.5 If the ILEC decides to terminate this Agreement in less than 24 months, ILEC agrees to pay an early termination fee which shall be equal to fifty percent (50%) of the ILEC's average monthly expenditure for services provided under this Agreement multiplied by the remaining months of the Agreement.
- 9.18 Termination for Nonperformance or Breach:
- 9.18.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any product and/or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the Party against which the claim of nonperformance or breach is made materially and in good faith disagrees with the claim, it shall notify the claiming Party of its disagreement in writing by 5:00 p.m. Central Time of the 14th day following receipt of the nonperformance/breach notice, providing with specificity the basis for its disagreement, and the dispute shall then be resolved between the Parties pursuant to Section 9.2 (as to billing disputes) and Section 9.3. If the nonperformance/breach is not disputed in a timely manner, the Party shall cure the nonperformance/breach and certify in writing to the other by deadline on the 45th day that the nonperformance/breach has been cured. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
- 9.19 Termination for Federal or State Governmental Action:
- 9.19.1 In the event that any federal or state government action (including by a regulatory agency, a court, or a legislature) requires AT&T to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement applicable to, to ILEC, any other telecommunications ILEC, or any other person or entity, or b) permit or otherwise allow ILEC, any other telecommunications ILEC or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement, including by way of example, at prices or price structure/application arrangements different than agreed to in this Agreement as a whole by the Parties, the Parties both agree, except to the extent prohibited by law, to waive their respective rights to such change in this Agreement, including but not limited to waiving any right they may have to obtain the terms available to other ILECs, persons or entities as a result of such government action. However, if the Parties are prohibited from legally waiving the effects of such government action, then as between the Parties the procedures of Section 9.23 (Severability) shall be invoked to address those provisions that were required to be provided, modified, or otherwise made available to ILEC, any other telecommunications ILEC, or any other person or entity. Where the foregoing invocation of Section 9.23 results in a right to terminate and is the result of a state government action, the right shall arise only in the state in which such action occurred and any termination

of this Agreement would be for that state only (unless this Agreement is terminated pursuant to Section 9.19.2).

9.19.2 Section 9.19.2 (all references to Section 9.19.2 expressly includes its subsections) applies in accordance with its provisions, notwithstanding Section 9.19.1 or any other provision in the Agreement including without limitation this Agreement to the contrary.

9.19.2.1 AT&T shall have the right to terminate this Agreement in whole or in part, upon written notice to ILEC, in the event that any federal action, state, or local government actions in two (2) or more states, (including by a regulatory agency, a court, or a legislature) requires AT&T to: a) provide, modify or otherwise make available this Agreement or any part of this Agreement to any other telecommunications ILEC, or any other person or entity, or b) permit or otherwise allow ILEC, any other telecommunications ILEC or any other person or entity to obtain any of the provisions of this Agreement as they were agreed to by the Parties without all of the other provisions of this Agreement, as they were agreed to by the Parties, including by way of example, at prices or price structure/application or arrangements different than agreed to in this Agreement as a whole by the Parties. If such state government action only occurs in one state, AT&T shall have the right to terminate the Agreement in that state by written notice to ILEC. If such government action occurs at the federal level or in two (2) or more states, AT&T shall have the right to terminate, at its election, the Agreement in its entirety or, alternatively, only in one (1) or more of the affected states, by written notice to ILEC.

9.19.2.2 This Agreement shall be null and void, automatically and in its entirety in any single state if this Section 9.19.2 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect in such state. This Agreement shall be null and void, automatically and in its entirety if either a) by state government action in two (2) or more states, or b) by federal government action, this Section 9.19.2 (in whole or in part) is rejected or held to be illegal, invalid and/or unenforceable, or otherwise not given effect by such state and/or federal government action(s).

9.19.2.3 Any termination or invalidation of this Agreement under this Section 9.19.2 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and AT&T and ILEC agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on ILEC end users.

9.19.2.4 Each Party understands and acknowledges that (i) any right to terminate under this Section 9.19.2 becomes available even if this Agreement between the Parties themselves would otherwise be unaffected by the triggering federal, state, or local government action; and (ii) that this Section 9.19.2 (as well as Section 9.19.1) is triggered and applies on each occurrence of any federal or state government action described in Sections 9.19.1, 9.19.2.1 and/or 9.19.2.2.

9.19.3 Any termination or invalidation of this Agreement under this Section 9.19 shall be effective as of the day before the effective date of such governmental action that triggered the invalidation or right to terminate, and AT&T and ILEC agree to expeditiously adopt and implement a transition plan to avoid or minimize impact on ILEC's customers (including without limitation its end user customers) who are being served using the products and/or services hereunder.

9.20 Termination due to Event of Default:

9.20.1 In addition, AT&T shall have the right, at its sole discretion, to terminate this Agreement if an "Event of Default" occurs, with neither any notice of default by AT&T nor an opportunity for cure by ILEC required. Such right shall be exercised by providing a written Notice to terminate to ILEC. "Events of Default" include the following, each of which the Parties agree would be a material breach of this Agreement:

9.20.1.1 The filing of a bankruptcy by ILEC or any of its Affiliates (including the corporate parent of ILEC, if any), pursuant to Chapter 7 or 11 of Title 11 of the United States Bankruptcy Code.

9.20.1.2 The assignment, subcontracting, or otherwise transferring of ILEC's rights or obligations under this Agreement in violation of Section 9.28, Assignment.

9.21 End User Fraud

9.21.1 AT&T shall not be liable to ILEC for any fraud associated with ILEC's end user account, including 1+ IntraLATA toll, ported numbers, and Alternately Billed Service (ABT). ABT means the service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.

9.21.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

9.21.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in Section 9.21.1 will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

9.21.4 AT&T will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to ILEC on suspected occurrences of ABT-related fraud on ILEC accounts stored in the AT&T LIDB.

9.21.5 ILEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. ILEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. ILEC understands and agrees that it will also need to determine what, if any, action ILEC should take as a result of a Fraud Monitoring System alert.

9.21.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

9.22 Confidentiality

9.22.1 Both Parties agree to treat proprietary information received from the other in accordance with the provisions of Section 222 of the Act.

9.22.2 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its end user customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for the purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its end user customers) to any Third Party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operation data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

9.22.3 If a court or governmental agency orders or a Third Party requests a Party to disclose or to provide any data or information covered by this Section 9.22.3 that Party will immediately inform the other Party, both by telephone and certified mail, of the order or request before such data or information is provided. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of, or pertaining to, an individual customer (including without limitation an end user customer).

- 9.22.4 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:
- 9.22.4.1 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - 9.22.4.2 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the proprietary information; or
 - 9.22.4.3 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
 - 9.22.4.4 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
 - 9.22.4.5 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

9.23 Severability

- 9.23.1 This Agreement is the result of good faith negotiations between the Parties. Notwithstanding any provisions contained in Section 1.4 thru 1.4.5 above herein, if any action by federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any 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 Parties shall negotiate diligently in good faith to amend this Agreement to replace the unenforceable provision(s) in order to comport with such actions while maintaining the spirit and intent this Agreement provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such rejection or holding shall permit either Party to terminate this Agreement upon ninety (90) days written Notice in accordance with Section 9.13 above during which time the Parties shall work cooperatively to establish an orderly transition of ILEC's (as above) customers/end users to other serving arrangements. In any situation in which the right to terminate under this Section 9.23.1 is triggered by state government action, the right to terminate shall arise only in the state in which such action occurred and would apply for that state only unless this Agreement otherwise permits a Party to terminate this Agreement in more than one state.
- 9.23.2 If the Parties are unable to agree upon the conforming modifications within ninety (90) days from the written Notice, and neither Party elects to terminate this Agreement subject to the provisions herein, any remaining disputes between the Parties concerning such actions shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.

9.24 Audits

- 9.24.1 Subject to the restrictions set forth in Section 9.22 (Confidentiality) and except as may be otherwise expressly provided in this Agreement, the Auditing Party (defined as the Party conducting an audit of the Audited Party's books, records, data and other documents) may audit the Audited Party's (defined as the Party being audited by the Auditing Party) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date (defined as the date on which services were first supplied under this Agreement) for the purpose of verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of

at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 9.24.2 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 9.24.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 9.2.3. (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 9.24.4 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 9.24.5 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may pursue resolution subject to Section 9.15.3 herein.

9.25 Intellectual Property/License

- 9.25.1 Any Intellectual Property (defined as copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights) originating from or developed by a Party shall remain in the exclusive ownership of that Party.
- 9.25.2 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

9.26 Governing Law

- 9.26.1 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 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 (as appropriate) in Birmingham, Alabama; Little Rock, Arkansas; San Francisco, California; Miami, Florida; Atlanta, Georgia; Louisville, Kentucky; New Orleans, Louisiana; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; Jackson, Mississippi; St. Louis, Missouri; Reno, Nevada; Charlotte, North Carolina; Columbus, Ohio; Oklahoma City, Oklahoma, Columbia, South Carolina; Nashville, Tennessee; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue. Proper venue shall be in the city located in the state whose laws apply to the dispute.

9.27 CALEA

- 9.27.1 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party

shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

9.28 Assignment

- 9.28.1 ILEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliate without the prior written consent of AT&T. Any attempted assignment or transfer that is not permitted is void ab initio and shall be considered an Event of Default.
- 9.28.2 ILEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days advance written Notice of such assignment or transfer to AT&T; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, ILEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate commercial Agreement with AT&T. Any attempted assignment or transfer that is not permitted is void ab initio.
- 9.28.3 Corporate Name Change and/or change in "d/b/a" only:
- 9.28.3.1 Any assignment or transfer of an Agreement wherein only the ILEC name is changing, and which does not include a change to an ILEC OCN/ACNA, constitutes an "ILEC Name Change". For an ILEC Name Change, ILEC will incur a record order charge for each ILEC CABS BAN. Rates for service order charges are contained in the OS/DA Pricing Sheet.
- 9.28.4 Company Code Change:
- 9.28.4.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes an "ILEC Company Code Change". For the purposes of this Section 9.28, "assets" means any product or service provided under that Agreement. ILEC shall provide AT&T with ninety (90) calendar days advance written Notice of any assignment associated with an ILEC Company Code Change and obtain AT&T's consent. AT&T shall not unreasonably withhold consent to an ILEC Company Code Change; provided, however, AT&T's consent to any ILEC Company Code Change is contingent upon cure of any outstanding charges, owed under this Agreement and any outstanding charges associated with the "assets" subject to the AT&T Wholesale Customer Merger and Acquisition process. In addition, ILEC acknowledges that ILEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.
- 9.28.4.2 For any ILEC Company Code Change, ILEC must submit a service order changing the OCN/ACNA for each end user record or each circuit ID number as applicable. ILEC shall pay the appropriate service order charges as applicable for each service order submitted to accomplish an ILEC Company Code Change. In addition, ILEC shall submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Consolidated Reference Rater information and branding pursuant to the rates specified in the Pricing Sheet to this Agreement.
- 9.28.5 Assignment of any Telecommunications Service (as defined in the Act):
- 9.28.5.1 Any assignment or transfer of any product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed an "ILEC to ILEC Mass Migration". The ILEC that is a Party to this Agreement shall provide AT&T with ninety (90) calendar days advance written Notice of any ILEC to ILEC Mass Migration. ILEC's written Notice shall include the anticipated effective date of the assignment or transfer. The acquiring ILEC must cure any outstanding charges associated with any product and/or service to be

transferred. In addition, the acquiring ILEC may be required to tender additional assurance of payment if requested under the terms of the acquiring ILEC's Agreement.

9.28.5.2 Both ILECs involved in any ILEC to ILEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state commission rules relating to notice(s) to end users. The acquiring ILEC shall be responsible for issuing all service orders required to migrate any product or service provided hereunder. The appropriate service order charge(s) will apply as specified in the Pricing Sheet to the acquiring ILEC's agreement. The acquiring ILEC shall also submit a new OSQ to update any OS/DA Consolidated Reference Rater information and branding pursuant to the rates specified in the Pricing Sheet to the acquiring ILEC's agreement.

9.29 Taxes

- 9.29.1 ILEC shall be responsible for all federal, state or local, sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (herein ("Tax(es)")) imposed on or with respect to the products and/or services provided under this Agreement including those Taxes the incidence of which is imposed on AT&T other than Taxes imposed on the income of AT&T. ILEC shall reimburse AT&T for the amount of any such Taxes that AT&T is required to pay or collect. ILEC agrees to indemnify and hold harmless AT&T for any costs incurred by AT&T as a result of actions taken by the applicable taxing authority to collect the Tax from AT&T due to the failure of ILEC to pay or collect and remit any Tax to such authority. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 9.29 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.
- 9.29.2 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, the purchasing Party agrees to protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, any interest or penalties thereon, and any costs or expenses (including attorney fees) incurred by the providing Party as a result of any claim asserted or actions taken by the respective Governmental Authority to assess against or collect from the providing Party any Tax related to any sale by the purchasing Party to a Third Party.
- 9.29.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party

- shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 9.29 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.
- 9.29.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 9.29, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 9.29 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 9.29, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.
- 9.29.5 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 9.29.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 9.29 shall be sent in accordance with Section 9.13 hereof.
- 9.29.7 **AT&T Texas** only: ILEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, ILEC agrees that it will directly

report its access lines to the Public Utility Commission of Texas, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time. ILEC agrees that its failure to comply with all Chapter 283 requirements, including any failure to provide AT&T with a valid Adequate Proof Agreement acknowledging ILEC's obligation to pay Municipal Fees within thirty (30) days of AT&T's request, shall be considered a material breach of this Agreement and shall entitle AT&T to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

9.30 Non-Waiver

9.30.1 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.

9.31 Tariff References:

9.31.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

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

9.32 Amendments and Modifications

9.32.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

**OS DA STANDALONE - ILEC
PRICING SHEET
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
NA	AL	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	AL	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	AL	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	AL	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	AL	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	AL	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	AL	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	AL	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	AL	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	AL	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	AL	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	AL	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	AL	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

**OS DA STANDALONE - ILEC
PRICE SCHEDULE
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
NA	AR	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	AR	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	AR	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	AR	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	AR	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	AR	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	AR	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	AR	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	AR	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	AR	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

**OS DA STANDALONE - ILEC
PRICE SCHEDULE
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
NA	CA	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	CA	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	CA	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	CA	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	CA	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	CA	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	CA	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	CA	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	CA	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	CA	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

**OS DA STANDALONE - ILEC
PRICE SCHEDULE
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
NA	FL	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	FL	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	FL	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	FL	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	FL	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	FL	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	FL	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	FL	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	FL	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	FL	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	FL	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	FL	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	FL	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

**OS DA STANDALONE - ILEC
PRICE SCHEDULE
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
NA	GA	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	GA	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	GA	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	GA	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	GA	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	GA	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	GA	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	GA	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	GA	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	GA	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	GA	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	GA	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	GA	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

**OS DA STANDALONE - ILEC
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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
NA	IL	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	IL	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	IL	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	IL	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	IL	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	IL	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	IL	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	IL	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	IL	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	IL	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	IN	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	IN	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	IN	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	IN	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	IN	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	IN	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	IN	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	IN	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	IN	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	IN	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	KS	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	KS	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	KS	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	KS	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	KS	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	KS	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	KS	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	KS	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	KS	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	KS	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	KY	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	KY	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	KY	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	KY	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	KY	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	KY	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	KY	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	KY	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	KY	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	KY	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	KY	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	KY	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	KY	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

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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
NA	LA	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	LA	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	LA	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	LA	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	LA	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	LA	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	LA	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	LA	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	LA	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	LA	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	LA	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	LA	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	LA	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

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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
NA	MI	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	MI	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	MI	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	MI	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	MI	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	MI	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	MI	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	MI	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	MI	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	MI	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	MO	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	MO	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	MO	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	MO	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	MO	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	MO	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	MO	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	MO	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	MO	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	MO	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	MS	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	MS	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	MS	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	MS	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	MS	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	MS	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	MS	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	MS	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	MS	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	MS	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	MS	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	MS	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	MS	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

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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
NA	NC	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	NC	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	NC	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	NC	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	NC	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	NC	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	NC	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	NC	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	NC	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	NC	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	NC	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	NC	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	NC	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

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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
NA	NV	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	NV	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	NV	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	NV	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	NV	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	NV	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	NV	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	NV	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	NV	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	NV	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	OH	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	OH	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	OH	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	OH	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	OH	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	OH	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	OH	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	OH	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	OH	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	OH	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	OK	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	OK	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	OK	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	OK	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	OK	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	OK	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	OK	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	OK	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	OK	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	OK	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

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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
NA	SC	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	SC	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	SC	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	SC	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	SC	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	SC	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	SC	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	SC	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	SC	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	SC	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	SC	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	SC	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	SC	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

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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
NA	TN	DIRECTORY ASSISTANCE	Local Directory Assistance				0.34	NA		call
NA	TN	DIRECTORY ASSISTANCE	National DA				0.34	NA		call
NA	TN	DIRECTORY ASSISTANCE	Reverse DA				0.34	NA		call
NA	TN	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.34	NA		call
NA	TN	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.11	NA		call
NA	TN	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	TN	OPERATOR SERVICES	Fully Automated OS Call Processing				0.22	NA		call
NA	TN	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement				NA	3,000.00		announcement
NA	TN	OS/DA AUTOMATED CALL GREETING BRANDING - DIRECTORY ASSISTANCE	Loading of DA Custom Branded Announcement				NA	1,170.00		per switch, per OCN
NA	TN	BRANDING - OPERATOR ASSISTANCE	Recording of OA Custom Branded Announcement				NA	7,000.00		announcement
NA	TN	BRANDING - OPERATOR ASSISTANCE	Loading of OA Custom Branded Announcement				NA	500.00		per switch, per OCN
NA	TN	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Initial Load (when available)				NA	5,000.00		per state, per OCN
NA	TN	CONSOLIDATED REFERENCE RATER (CRR) (when available)	CRR - Subsequent Load (when available)				NA	1,500.00		per state, per OCN

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PRICE SCHEDULE
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
NA	TX	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	TX	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	TX	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	TX	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	TX	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	TX	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	TX	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	TX	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	TX	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	TX	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state

**OS DA STANDALONE - ILEC
PRICE SCHEDULE
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
NA	WI	DIRECTORY ASSISTANCE	Local Directory Assistance				0.44	NA		call
NA	WI	DIRECTORY ASSISTANCE	National DA				0.71	NA		call
NA	WI	DIRECTORY ASSISTANCE	Reverse DA				0.71	NA		call
NA	WI	DIRECTORY ASSISTANCE	Business Category Search (where available)				0.71	NA		call
NA	WI	DIRECTORY ASSISTANCE	Directory Assistance Call Completion (DACC)				0.16	NA		call
NA	WI	OPERATOR SERVICES	Operator Assisted Call Processing -- All Types				0.033	NA		work second
NA	WI	OPERATOR SERVICES	Fully Automated OS Call Processing				0.16	NA		call
NA	WI	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	Call Greeting Initial/Subsequent Load				NA	1,800.00		per switch, per OCN
NA	WI	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Initial Load				NA	5,000.00		per OCN, per state
NA	WI	OS/DA AUTOMATED CALL GREETING AND CONSOLIDATED REFERENCE RATER (CRR)	CRR - Subsequent Load				NA	1,500.00		per OCN, per state