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August 28, 2020

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Application of Victory Telecom, Inc., For Authorization to Obtain Numbering Resources, Pursuant to Section 52.15(g), Docket No. 20-____

Dear Ms. Dortch:

Pursuant to §52.15(g)(3)(i) of the Federal Communications Commission's ("Commission") Rules, Victory Telecom, Inc. ("Victory") hereby submits its Application For Authorization to Obtain Numbering Resources.

If you have any questions or if I may provide you with additional information, please do not hesitate to contact me. Thank you for your assistance.

Respectfully submitted,

s/ Lance J.M. Steinhart

Lance J.M. Steinhart
Managing Attorney
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1725 Windward Concourse, Suite 150
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Attachment

cc: James E. Parman

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Victory Telecom, Inc.)	WC Docket No. _____
)	
Application to Obtain Telephone Numbers)	
Directly From the North American Numbering)	
Plan Administrator and the Pooling)	
Administrator)	

NUMBERING AUTHORIZATION APPLICATION

Victory Telecom, Inc. ("Applicant"), hereby applies for authorization to obtain telephone numbers directly from the North American Numbering Plan Administrator and the Pooling Administrator (collectively, "Numbering Administrators") pursuant to and in accordance with Section 52.15 (g) of the Commission's rules. In support hereof, Applicant respectfully states:

1. Applicant's name, headquarters' address and telephone number are as follows:

Victory Telecom, Inc.
4414 N. Central Exp, #700
Dallas, TX 75204
817-303-7788

2. The primary type of business of Applicant is telecommunications services, which includes interconnected VoIP. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services, initially in Colorado. Applicant intends to eventually use the numbering resources to provide such services throughout the United States, including its territories and possessions.
3. The name and contact information for personnel of Applicant qualified to address issues relating to regulatory requirements, compliance with Commission rules, 911 and law enforcement is as follows:

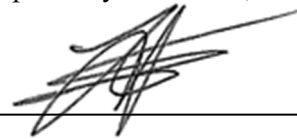
James E. Parman IV, President; jparman@victoryc.com; 817-303-7788
4414 N. Central Exp, #700, Dallas, TX 75204

4. Applicant acknowledges that the authorization is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states and industry guidelines and practices regarding numbering applicable to telecommunications carriers.

5. Applicant acknowledges that it must file requests for telephone numbers with the relevant state commissions at least thirty (30) days before requesting telephone numbers from the Numbering Administrators.
6. As proof of facilities readiness, namely that Applicant is capable of providing service within sixty (60) days of the numbering resources activation date, Applicant submits that it already has interconnection with the PSTN pursuant to a commercial arrangement that provides access to the PSTN; in particular, Applicant has an agreement with its carrier partners, AT&T, First Comm and several other carriers, who, in turn, have interconnection agreements in effect with all of the relevant local exchange carriers for the states that are the subject of the Application and in which such carriers provide access to the PSTN, including AT&T, Verizon, and CenturyLink.
7. Applicant certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR § § 52.17, 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154 and its 911 obligations under 47 CFR part 9.
8. As demonstrated by its successful operations since 2011 as a licensed Interexchange Carrier in Colorado, Florida, Nevada, Oregon, Texas, and Virginia and as a VoIP provider in these same states plus New York, and Oklahoma, Applicant certifies that it possesses the financial, managerial and technical expertise to provide reliable service. Attached hereto as Attachment A is the Applicant's Organizational Chart. Attached hereto as Attachment B are the names and descriptions of Applicant's key management and technical personnel. Applicant states that none of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order. Attached hereto as Attachment C is the excerpt from their agreement with AT&T needed for this authority.
9. Applicant certifies pursuant to Sections 1.2001 and 1.2002 of the Commission's rules that no party to this Application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988. See 21 U.S.C. § 862.

WHEREFORE, Applicant respectfully requests the Commission to grant this Application for numbering resources.

Respectfully Submitted,



Lance Steinhart, Esq.
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770-232-9200 (Office)
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Victory Telecom, Inc.

LIST OF EXHIBITS

EXHIBIT A	Organizational Chart
EXHIBIT B	Biographies of Key Personnel
EXHIBIT C	Interconnection Agreement

EXHIBIT A

Organizational Chart

Victory Telecom, Inc. is a standalone company without any affiliates or subsidiaries.

EXHIBIT B

Biographies of Key Personnel

EXECUTIVE BIOS

JAMES (JIMMY) E. PARMAN IV – *President/C.E.O.*

Jimmy got his start in the telecommunications industry in 1989 holding sales and managements positions throughout his career. In 1995, Jimmy began working his way up through management at Global Crossing Corporation and in September 2000 became Regional Director of Sales for the Southwest United States with responsibility for over 15 offices.

In 2001, Jimmy launched Victory Communications Inc. With over 20 years of communications experience, and 11 years as founder and C.E.O. of Victory, Jimmy is recognized as an industry leader in national enterprise sales and growth - securing, managing and retaining large enterprise accounts. Now, with over 100 active agents, and partnerships with 5 of the largest carriers AT&T, Verizon, Qwest, Sprint and Global Crossing, Jimmy has positioned Victory Communications as the telecommunications provider to beat. Victory clients enjoy the fact that they receive the best solution for their needs from the largest carriers, packaged into one bill, at one low price, and backed with 24/7 customer service.

jparman@victoryc.com | Office: 817.303.7788 | Cell: 972.467.5427

JOHN PARKER, CPA, CFP – *Chief Financial Officer*

John received his BBA's in Accounting and Finance and his MBA from the University of Texas at Arlington to begin his career as CPA in 1998. John began at Spitzer & Parker, P.C. as Partner and in 2004 became Partner at Parker & Richardson, P.C. where he continues to serve small to mid-size businesses, individuals and physicians. In 2002, John joined forces with Jimmy Parman of Victory as Chief Financial Officer. John brings great value to Victory with his financial and strategic planning, and , the overall financial operations of the business.

jparker@victoryc.com | Office: 817.226.6100

TRENT BAILEY – *Senior Vice President of Sales*

Trent joined Victory Telecom, Inc. in 2008. He has held leadership positions in numerous segments of the industry, including: long distance, and competitive local exchange. Trent has a diverse background that includes having held managerial positions in, Marketing, Sales, and Operations. Trent specializes in sales, service, and the design of business strategies.

In 2010, Trent was named Senior Vice President of Sales for Victory. In this capacity he has overall leadership responsibility and accountability for consumer and commercial sales and marketing.

tbailey@victoryc.com | Office: 817.701.4265 | Cell: 817.846.1627

ROGER LEATHERMAN – *Vice President of Operations*

Roger joined Victory in 2009 after a long career in Banking and Finance where he held numerous leadership positions in varied business segments. Roger immediately began to put to use his background in Sales and Finance to Victory's benefit. Roger's strengths are in customer relations and strategic planning.

In 2010 Roger was promoted to Vice President of Operations for Victory Communications. In this leadership role Roger oversees all of Victory's Customer Billing, Network Operations, and Carrier Relations.

Roger holds a Bachelor of Business Administration Degree in Finance from the University of Texas at Arlington.
rleatherman@victoryc.com | Office: 817.701.4263 | Cell: 817.938.6523

EXHIBIT C

Interconnection Agreement



Sales Contact Information
TOXEY; HEATHER
205-321-4918
ht8171@asemail.att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 15
(Excluding Fax Cover Sheet)

Instructions:

Please do not make any changes to this cover page as your fax is returned to the sales representative using automated processing.

After Signing the Contract Document associated with this Fax Cover Sheet with your Signature, Title, and Date:

1. Place this Fax Cover Sheet as the First Page of the Signed Contract.
For Multiple Contracts: Create a Contract Package by using each Fax Cover Sheet as a Contract Document Separator by placing each Cover Sheet as the First Page of the respective Contract.
2. Select resolution of 200 x 200 DPI when scanning the printed document
3. You may either send the Contract(s) via
 - Fax: Send the Contract(s) package to 877-374-4632 or 877-eSignFax
 - Copier with email capability: Send Contract(s) package as Tiff image to esign@att.com
 - Scanner and email: Send as a Tiff image to esign@att.com

If you have any questions or problems, please call your Sales Representative at 205-321-4918

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com



This document is not accepted or otherwise binding unless executed by both Customer and AT&T by 06/01/2011, and may be withdrawn prior to AT&T's execution.

For AT&T Administrative Use Only
Wholesale Master Agreement No: _____
Attachment No. _____
Original Effective Date: _____
Amended Effective Date: _____

AT&T Voice Over IP Connect Service
Service Terms and Pricing Attachment

CUSTOMER Legal Name ("CUSTOMER")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name Primary Contact
Victory Telecom, Inc.	AT&T Corp.	Name: Heather Toxey
Date of Initial Execution of Master Agreement (by CUSTOMER):	Date of Initial Execution of Master Agreement (by AT&T):	

This Service Order Attachment is an Attachment to the Master Agreement between Customer and AT&T referenced above, as may have been amended and/or restated ("Agreement"). AT&T and Customer agree that this Attachment will be separately executed, rather than being added to the Table of Documents in a new amended and restated version of the Agreement.

Services offered pursuant to this Attachment will be provided subject to its provisions, and the Agreement's General Terms and Conditions, as modified by any Supplemental Terms and Conditions. In the event of any inconsistency, precedence will be given to the documents in the following order: (1) this Attachment, (2) a Supplemental Terms and Conditions Attachments, if any, listed in the Agreement's Table of Documents; (3) the General Terms and Conditions; and (4) any applicable Service Guide.

AGREED:

Customer

By: _____
 (Authorized CUSTOMER Signature)

 (Typed or Printed Name and Title)

Date: _____

AGREED:

AT&T Corp.

By _____
 (Authorized Agent or Representative for AT&T)

[TYPED OR PRINTED NAME]

[TITLE], [NAME OF PAYROLL COMPANY]
 (Typed or Printed Name and Title)

Date _____

1. Services Provided. AT&T will provide the following Services to Customer under this Attachment and pursuant to the terms of the Agreement and the applicable portions of the AT&T Voice Over IP Connect Service - Service Description Attachment ("AVOICS Service Description") and any applicable

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AT&T Service Guides. The AT&T Service Guides are located at <http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location.

AT&T may amend an applicable Service Guide or the AVOICS Service Description from time to time consistent with this Attachment, provided, however, that if AT&T revises a Service Guide or the AVOICS Service Description in a manner that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as its sole remedy, elect to terminate the affected Service on thirty (30) days written notice, given no later than ninety (90) days after Customer first learns of the revision to the applicable Service Guide, or Service Description. However, a revision to a Service Guide or the AVOICS Service Description shall not be considered material and adverse to Customer if: (i) it affects only Services or Service Components not in substantial use by Customer at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in this Attachment.

As described in Exhibit A to this Attachment, Customer will connect to the AT&T network through connectivity other than AT&T Managed Internet Service-Private Network Transport ("MIS-PNT") as required in the AVOICS Service Description ("Transport Independent Access" or "TIA").

After the Effective Date, AT&T will conduct interoperability testing with Customer via the AT&T Virtual Inter-Operability Test ("VIT") Lab and Customer's Lab environment and both AT&T and Customer will agree when such testing of interoperability is successful. Implementation of the Service will be delayed until interoperability testing has been successfully completed.

a) **AT&T Voice Over IP Connect Service.** AT&T Voice Over IP Connect Service ("AVOICS"), as described in the AVOICS Service Description, consisting of the following types of services (if a service is described in the AVOICS Service Description, but not listed below, it is not provided under this Attachment):

- i) AT&T Voice Over IP Connect Service – 1+ Outbound Direct, Domestic Native IP Traffic U.S.-originated ("AVOICS – 1+ OD Domestic Native IP").
- ii) AT&T Voice Over IP Connect Service – 1+ Outbound Direct, Domestic Non-native IP Traffic U.S.-originated ("AVOICS – 1+ OD Domestic Non-native IP").
- iii) AT&T Voice Over IP Connect Service – International Outbound Direct U.S.-originated ("AVOICS – International OD").

2. Term. The Term of this Attachment consists of a Ramp-Up Period of two (2) months and a Full Service Period of twenty-four (24) months. The Ramp-Up Period begins on the first day of the first full billing month after Customer and AT&T agree that the Service is available for use by the Customer ("Test and Turn-Up"). The Full Service Period begins on the day after the Ramp-Up Period ends, which day is referred to as the Term Start Date. Upon expiration of the Full Service Period, this Attachment will continue on a month-to-month basis until terminated by a party upon at least thirty (30)

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days prior written notice to the other party and all stabilized charges will be subject to change by AT&T upon at least thirty (30) days' prior written notice

- a) The Effective Date of this Attachment is the date the Agreement is initially executed by both parties or, if this Attachment is not part of the Agreement as initially executed, the Effective Date will be the date the Agreement is thereafter amended to include this Attachment.
- b) AT&T has the right to terminate this Attachment if the Connectivity and Facilities described in Exhibit A are not ordered within thirty (30) days of the Effective Date.

3. Minimums. The following minimum purchase requirements apply under this Attachment.

a) Minimum Revenue Commitment. For each Minimum Revenue Commitment ("MRC"), Customer commits that the Eligible Charges it incurs during each Commitment Period will equal or exceed the amount of the commitment. If at the end of a Commitment Period, Customer fails to meet any Minimum Revenue Commitment during such Commitment Period, Customer will pay a Shortfall Charge equal to the difference between the Minimum Revenue Commitment and the amount of Eligible Charges incurred during the Commitment Period.

- i) The MRC for each Commitment Period is as provided in the following chart:

<u>Commitment Period</u>	<u>MRC</u>
Ramp-Up Period	\$0
Months 1-12 of the Full Service Period	\$100,000
Months 13-24 of the Full Service Period	\$100,000

- ii) The MRC Eligible Charges consist of the usage charges for AVOICS – 1+ OD Domestic Native IP traffic, 1+ OD Domestic Non-native IP traffic, and AVOICS – International OD traffic after application of all discounts and credits. Taxes and other government related charges are not included.

- iii) If Customer terminates this Attachment prior to the end of the Term, or if AT&T terminates this Attachment or the Service provided under this Attachment prior to the end of the Term due to Customer's breach of the Agreement, Customer will be billed a Termination Charge. The Termination Charge will be an amount equal to fifty percent (50%) of the unsatisfied Minimum Revenue Commitment for the Commitment Period in which the termination occurs, plus fifty percent (50%) of the Minimum Revenue Commitment for each Commitment Period remaining in the Term. In addition, Customer will be billed an amount equal to the sum of any credits provided under this Attachment.

4. Taxes and Surcharges.

- a) All rates and charges in this Attachment exclude taxes and surcharges.

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b) AT&T reserves the right to change from time to time the rates for Services under this Agreement, regardless of any provisions that would otherwise stabilize rates or limit rate increases, to reasonably reflect charges or payment obligations imposed on AT&T stemming from an order, rule or regulation of the Federal Communications Commission or a court of competent jurisdiction, or any other governmental entity or authority, concerning (i) compensation of payphone service providers, (ii) universal service fund ("USF") charges, (iii) presubscribed interexchange carrier charges ("PICCs"), or (iv) other governmental charges or fees imposed in connection with the provision of Services, or to reasonably reflect charges or payment obligations imposed on AT&T related to termination of domestic or international traffic.

5. AT&T Voice Over IP Connect Service – 1+ Outbound Direct, Domestic Native IP Traffic.

- a) Connectivity and Facilities. The required connectivity to AVOICS is described in Exhibit A to this Attachment."
- b) Native Transport
- i) The effective monthly transport rate for AVOICS – 1+ OD Domestic Native IP calls will be determined each month by applying the applicable Native Transport Discount to the Native Base Transport Rate depending on whether the call is made during a peak or off-peak period.
 - ii) Each transport discount consists of a specific discount for AVOICS – 1+ OD Domestic Native IP calls made during a peak period and a specific discount for AVOICS – 1+ OD Domestic Native IP calls made during an off-peak period ("Native Transport Discount"), as set forth in the table below. The peak rate applies from 8:00 AM to 5:00 PM, Monday through Friday (excluding the following United States holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day), and the off-peak rate applies for all other time periods. The applicable time period will be determined based on the time at the AT&T Network through which the call is originated. When a call occurs in more than one rate period, the rate for each rate period applies to the portion of the call within that rate period.
 - iii) Only one Native Transport Discount shall be applied to the monthly Native Base Transport Rate for the entire month's Native Transport usage, and the Native Transport Discount shall not apply to any other charges. The applicable Native Transport Discount will be determined based on the amount of Native Qualified Usage billed in that month. Native Qualified Usage consists of the total domestic minutes of use for AVOICS – 1+ OD Domestic Native IP Services.

Native IP Transport Rate	
Native IP Base Transport Rate	\$0.020

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Native IP Transport Discount		
Native Qualified Usage (minutes of use)	Discount Peak	Discount Off Peak
	87.5%	87.5%
Effective Native IP Transport Rate		
	Effective Transport Rate Peak	Effective Transport Rate Off Peak
Effective Native IP Transport Rate - Per Minute	\$0.0025	\$0.0025

c) Native Termination Rates. The Native Termination Rates are set forth in the Native Termination Rate Schedule. The Native Termination Rate Schedule is set forth in the following file (the "Termination Rate File"):

Termination Rate File Name:	Victory Telecom Termination Rate File 110428.xls
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AT&T will use the Local Routing Number ("LRN") for the call record associated with the call to determine the OCN where the call will be terminated. However, for determining the jurisdiction of the call, if the terminating LRN is in a different state from the dialed number, AT&T will use the dialed number.

i) Customer acknowledges that it has received the Native Termination Rate Schedule from AT&T prior to the Effective Date of this Attachment. Although the rates in the Native Termination Rate Schedule are set forth as per minute rates, the Native Termination Rates are billed in periods of six (6) seconds. The applicable rate for each six (6) seconds (or fraction thereof) will be ten percent (10%) of the per minute rate set forth in the Native Termination Rate Schedule. No discounts are applied to the Native Termination Rates.

ii) Interstate and Intrastate Rates. The Native Termination Rate Schedule contains separate interstate and intrastate rates. The intrastate rates apply if the call originates and terminates within the same State (including local calls); the interstate rates apply if the call originates in one State (or the District of Columbia) and terminates in a domestic location that is not in the same State. The location from which a call originates and terminates will be determined as described in the following table:

Type of Call	Originating Location based on	Termination Location based on
AVOICS – 1+ OD Native IP	Calling Party Number ("CPN") *	Local Routing Number ("LRN")**

* Upon at least ten (10) days' prior written notice to Customer, AT&T may change order of preference for identifying the originating location to use the first valid instance of either the Jurisdictional Identification Parameter ("JIP"), Charge Number/Automatic Number Identification (ANI) or the Trunk Routing Number – 2 (TRN2) for the call record associated with each call.

** If there is a LRN for a call, AT&T will use the LRN for the call record associated with the call to determine the State, LATA, and OCN where the call will be terminated. However, for determining the jurisdiction of the call, if the terminating LRN is in a different state from the dialed number, AT&T will use the dialed number. Upon at least ten (10) days' prior written notice to Customer, AT&T may change the basis for identifying the terminating location to some other approach designed to identify the location of the called party.

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If a valid CPN is not reflected in the call record ("CPN-less Call"), the Originating Location will be based on the Secondary Trunk Rating Number ("TRN2") of the customer site. The customer site is the location of the CPE (e.g., soft switch, gateway) to which the Native and Non-native pair of IP signaling addresses provided by the Customer are provisioned and from which the call is delivered to the AVOICS network. The TRN2 will be a NPA/NXX used to represent the geographic location of the customer site.

iii) Native Termination Rate Adjustments. Except as otherwise provided in this Attachment, the Native Termination Rate Schedule will be adjusted twice each year and the changes will be effective with March and September usage (for calls rated after the revised rates are implemented). Supplemental Native Termination Rates may be provided more frequently to introduce new rates (e.g., for new OCNs or in the event of a LATA split or consolidation).

iv) When at the time of rating, a new State/LATA/OCN combination has been introduced in the Local Exchange Routing Guide ("LERG"), but not added to the biller rate table, the termination rate for calls to the new State/LATA/OCN combination will be the lowest rate in the termination rate file, based on jurisdiction (i.e. Interstate/Intrastate). Any special rates stated in this Attachment will be excluded.

v) When at the time of rating, a new State/LATA/OCN combination has been introduced in the LERG and has been added to the biller rate table, the termination rate used for the new OCN/State/LATA combination will be the standard termination rate of the Bell Operating Company in the biller for the State/LATA where the new State/LATA/OCN combination is operating. If a Bell Operating Company is not operating in that State/LATA, then the dominant carrier termination rate in that State/LATA will be used.

d) Special Wireless and PCS Termination Rates. Customer will be charged a Special Termination Rate of \$.0040 for AVOICS – 1+ OD Domestic Native IP calls for Wireless Terminations and for PCS Terminations, as reflected in the Native Termination Rate Schedule. Wireless Termination and PCS Terminations are defined as termination to Operating Company Numbers classified as Wireless and PCS in LERG 1 table and in LERG 6 NPA/NXX "A" Block, at the effective date of most current Termination Rate File, or other publicly available information that may replace the LERG 1 table as mutually agreed upon between Customer and AT&T. AT&T may at any time during the Term of this Attachment and at its sole discretion adjust the Special Wireless and PCS Termination Rates for AVOICS – 1+ OD Domestic Native IP calls upon at least seven (7) days prior written notice to Customer. Any such revised rates will be effective for calls rated after the revised rates are implemented. If AT&T exercises this right and increases the Native Net Effective Rate above \$.0040, the MRC for the remainder of the Term will be waived.

e) Special Targeted Wireless Termination Rates. Customer will be charged a Special Targeted Wireless Termination Rate of \$.0040 for AVOICS – 1+ OD Domestic Native IP calls for Targeted Wireless OCNs, as reflected in the following file (the "Targeted Wireless OCN File"):

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Wholesale Master Agreement No: _____
Attachment No. _____
Original Effective Date: _____
Amended Effective Date: _____

Targeted Wireless OCN File name:	Targeted Wireless OCNs.xls
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(i) Customer acknowledges that it has received the Targeted Wireless OCN File from AT&T prior to the Effective Date of this Attachment. AT&T may at any time during the Term of this Attachment and at its sole discretion change the Targeted Wireless OCNs upon at least seven (7) days prior written notice to Customer.

(ii) AT&T may at any time during the Term of this Attachment and at its sole discretion adjust the Special Targeted Wireless Termination Rate for AVOICS – 1+ OD Domestic Native IP calls upon at least seven (7) days prior written notice to Customer. Any such revised rates will be effective for calls rated after the revised rates are implemented.

f) Target Native State/LATA/OCN Net Effective Rate. Due to billing constraints, AT&T is unable to uniquely discount the Native Base Transport Rate for targeted State/LATA/OCN terminations. To address this billing inflexibility, AT&T will apply a discount to the Native Termination Rate Schedule for the targeted State/LATA/OCN terminations identified in the Target Terminations File below, so that the rate paid by the Customer is equal the following "Native Net Effective Rate" (discounted Native Base Transport Rate plus Native Termination Rate).

Native Qualified Usage (minutes of use)	Fully Discounted Peak Rate	Fully Discounted Off Peak Rate
Native Net Effective Rate	\$.0040	\$.0040

(i) Target Terminations File. The Targeted State / LATA / OCNs are set forth in the following file (the "Target Terminations File"):

Target Termination File Name:	Targeted OCNs.xls
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(ii) Customer acknowledges that it has received the Target Termination File from AT&T prior to the Effective Date of this Attachment. AT&T may at any time during the Term of this Attachment and at its sole discretion change the Targeted State / LATA / OCNs upon at least seven (7) days prior written notice to Customer.

(iii) AT&T may at any time during the Term of this Attachment and at its sole discretion change the Net Effective Rate for AVOICS – 1+ OD Domestic Native IP calls upon at least fourteen (14) days prior written notice to Customer. Furthermore, AT&T may also at any time during the Term of this Attachment and at its sole discretion adjust the Native Net Effective Rate from a flat rate to a rate determined by State/LATA/OCN upon at least fourteen (14) days prior written notice to Customer. Any such revised rates will be effective for calls rated after the revised rates are implemented.

g) Additional rates apply for AVOICS-1+ OD Domestic Native IP calls that terminate in Alaska and are set forth in the following rate file:

Alaska Fee File Name:	Alaska Fee Rate Schedule.xls
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AT&T and Customer Confidential Information

This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

This document is not accepted or otherwise binding unless executed by both Customer and AT&T by 06/01/2011, and may be withdrawn prior to AT&T's execution.

For AT&T Administrative Use Only
Wholesale Master Agreement No: _____
Attachment No. _____
Original Effective Date: _____
Amended Effective Date: _____

(i) Customer acknowledges that it has received the Alaska Fee Rate Schedule from AT&T prior to the Effective Date of this Attachment. AT&T may at any time during the Term of this Attachment and at its sole discretion adjust the Alaska Fee Rates and NPA-NXXS. Any such revised rates will be effective for calls rated after the revised rates are implemented.

6. AT&T Voice Over IP Connect Service – 1+ Outbound Direct, Domestic Non-native IP Traffic.

a) Connectivity and Facilities. The required connectivity to AVOICS is described in Exhibit A to this Attachment.

b) Non-native Transport

(i) The effective monthly transport rate for AVOICS – 1+ OD Domestic Non-native IP calls will be determined each month by applying the applicable Non-native Transport Discount to the Non-native Base Transport Rate depending on whether the call is made during a peak or off-peak period.

(ii) Each transport discount consists of a specific discount for AVOICS – 1+ OD Domestic Non-native IP calls made during a peak period and a specific discount for AVOICS – 1+ OD Domestic Non-native IP calls made during an off-peak period ("Non-native Transport Discount"), as set forth in the table below. The peak rate applies from 8:00 AM to 5:00 PM, Monday through Friday (excluding the following United States holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day), and the off-peak rate applies for all other time periods. The applicable time period will be determined based on the time at the AT&T Network through which the call is originated. When a call occurs in more than one rate period, the rate for each rate period applies to the portion of the call within that rate period.

(iii) Only one Non-native Transport Discount shall be applied to the monthly Non-native Base Transport Rate for the entire month's Non-native Transport usage, and the Non-native Transport Discount shall not apply to any other charges. The applicable Non-native Transport Discount will be determined based on the amount of Non-native Qualified Usage billed in that month. Non-native Qualified Usage consists of the total domestic minutes of use for AVOICS – 1+ OD Domestic Non-native IP Services.

Non-native IP Transport Rate	
Non-native IP Base Transport Rate	\$0.020

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Non-native IP Transport Discount		
Non-native Qualified Usage (minutes of use)	Discount Peak	Discount Off Peak
	87.5%	87.5%
Effective Non-native IP Transport Rate		
	Effective Transport Rate Peak	Effective Transport Rate Off Peak
Effective Non-native IP Transport Rate - Per Minute	\$0.0025	\$0.0025

c) Non-native Termination Rates. The Non-native Termination Rates are set forth in the Non-Native Termination Rate Schedule. The Non-Native Termination Schedule is set forth in Termination Rate File.

AT&T will use the Local Routing Number ("LRN") for the call record associated with the call to determine the OCN where the call will be terminated. However, for determining the jurisdiction of the call, if the terminating LRN is in a different state from the dialed number, AT&T will use the dialed number.

i) Customer acknowledges that it has received the Non-native Termination Rate Schedule from AT&T prior to the Effective Date of this Attachment. Although the rates in the Non-native Termination Rate Schedule are set forth as per minute rates, the Non-native Termination Rates are billed in periods of six (6) seconds. The applicable rate for each six (6) seconds (or fraction thereof) will be ten percent (10%) of the per minute rate set forth in the Non-native Termination Rate Schedule. No discounts are applied to the Non-native Termination Rates.

(ii) Interstate and Intrastate Rates. The Non-native Termination Rate Schedule contains separate interstate and intrastate rates. The intrastate rates apply if the call originates and terminates within the same State (including local calls); the interstate rates apply if the call originates in one State (or the District of Columbia) and terminates in a domestic location that is not in the same State. The location from which a call originates and terminates will be determined as described in the following table:

Type of Call	Originating Location based on	Termination Location based on
AVOICS – 1+ OD Non-native IP	Calling Party Number ("CPN") *	Local Routing Number "LRN")**

* Upon at least ten (10) days' prior written notice to Customer, AT&T may change order of preference for identifying the originating location to use the first valid instance of either the Jurisdictional Identification Parameter ("JIP"), Charge Number/Automatic Number Identification (ANI) or the Trunk Routing Number – 2 (TRN2) for the call record associated with each call.

** If there is a LRN for a call, AT&T will use the LRN for the call record associated with the call to determine the State, LATA, and OCN where the call will be terminated. However, for determining the jurisdiction of the call, if the terminating LRN is in a different state from the dialed number, AT&T will use the dialed number. Upon at least ten (10) days' prior written notice to Customer, AT&T may change the basis for identifying the terminating location to some other approach designed to identify the location of the called party.

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For CPN-less Call, the Originating Location will be based on the TRN2 of the customer site. The customer site is the location of the CPE (e.g., soft switch, gateway) to which the Native and Non-native pair of IP signaling addresses provided by the Customer are provisioned and from which the call is delivered to the AVOICS network. The TRN2 will be a NPA/NXX used to represent the geographic location of the customer site.

(iii) Non-native Termination Rate Adjustments. Except as otherwise provided in this Attachment, the Non-native Termination Rate Schedule will be adjusted twice each year and the changes will be effective with March and September usage (for calls rated after the revised rates are implemented). Supplemental Non-native Termination Rates may be provided more frequently to introduce new rates (e.g., for new OCNs or in the event of a LATA split or consolidation).

iv) When at the time of rating, a new State/LATA/OCN combination has been introduced in the LERG, but not added to the biller rate table, the termination rate for calls to the new State/LATA/OCN combination will be the lowest rate in the termination rate file, based on jurisdiction (i.e. Interstate/Intrastate). Any special rates stated in this Attachment will be excluded.

v) When at the time of rating, a new State/LATA/OCN combination has been introduced in the LERG and has been added to the biller rate table, the termination rate used for the new State/LATA/OCN combination will be the standard termination rate of the Bell Operating Company in the biller for the State/LATA where the new State/LATA/OCN combination is operating. If a Bell Operating Company is not operating in that State/LATA, then the dominant carrier termination rate in that State/LATA will be used.

d) Special Wireless and PCS Termination Rates. Customer will be charged a Special Termination Rate of \$.0040 for AVOICS – 1+ OD Domestic Non-native IP calls for Wireless Terminations and for PCS Terminations, as reflected in the Non-native Termination Rate Schedule. Wireless Termination and PCS Terminations are defined as termination to Operating Company Numbers classified as Wireless and PCS in LERG 1 table and in LERG 6 NPA/NXX "A" Block, at the effective date of most current Termination Rate File, or other publicly available information that may replace the LERG 1 table as mutually agreed upon between Customer and AT&T. AT&T may at any time during the Term of this Attachment and at its sole discretion adjust the Special Wireless and PCS Termination Rates for AVOICS – 1+ OD Domestic Non-native IP calls upon at least seven (7) days prior written notice to Customer. Any such revised rates will be effective for calls rated after the revised rates are implemented.

e) Special Targeted Wireless Termination Rates. Customer will be charged a Special Targeted Wireless Termination Rate of \$.0040 for AVOICS – 1+ OD Domestic Non-native IP calls for Targeted Wireless OCNs, as reflected in the Targeted Wireless OCN File. AT&T may at any time during the Term of this Attachment and at its sole discretion change the Targeted Wireless OCNs upon at least seven (7) days prior written notice to Customer.

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(i) AT&T may at any time during the Term of this Attachment and at its sole discretion adjust the Special Targeted Wireless Termination Rate for AVOICS – 1+ OD Domestic Non-native IP calls upon at least seven (7) days prior written notice to Customer. Any such revised rates will be effective for calls rated after the revised rates are implemented.

f) Additional rates apply for AVOICS-1+ OD Domestic Non Native IP calls that terminate in Alaska and are set forth in the Alaska Fee Rate Schedule.

7. AT&T Voice Over IP Connect Service – U.S.-originated International Outbound Service

a) Connectivity Facilities. Customer will purchase Connectivity and Facilities for International calls in the same manner for providing Connectivity Facilities for Domestic traffic, as described in Section 5(a) and Section 6(a) above.

b) Transport. AVOICS – International OD has a bundled rate structure for transport and termination. The rates are as described in Section 7(c) below.

c) International Usage Rates.

(i) International Usage Rates for AVOICS – International OD are set forth in the International Rate Schedules, set forth in the following file (the “International Rate File”).

International Rate File Name:	AVOICS International Rates 110428.xls
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(ii) The usage rates for calls terminated using the AT&T Maritime Mobile Services or the AT&T Commercial Satellite Mobile Services (including INMARSAT, Iridium and Thuraya) are included in the International Rate File.

(iii) Customer acknowledges it has received the International Rate File from AT&T prior to the Effective Date of this Attachment. Although the rates in the International Rate File are set forth as per minute rates, the International Rates for AVOICS – International OD (for all countries except Mexico, the AT&T Maritime Mobile Services and the AT&T Commercial Satellite Mobile Services including INMARSAT, Iridium and Thuraya) are billed with an initial increment of eighteen (18) seconds, and additional increments of six (6) seconds. The rate for the initial (18) second period or fraction thereof will be thirty percent (30%) of the per minute rate set forth in the International Rate File and the rate for each additional six (6) second increment or fraction thereof will be ten percent (10%) of the per minute rate. A separate Rate may apply when AVOICS – International OD is used to call a foreign mobile telephone number or to make an international audiotext call.

(iv) For Mexico and all AT&T Commercial Satellite Mobile and AT&T Maritime Mobile Services (including INMARSAT, Iridium and Thuraya): (1) the per minute rate applies for each minute or fraction thereof, (2) the standard rate applies from 7:00 AM to 7:00 PM, for all days of the week including holidays, and the economy rate applies for all other time periods, and (3)

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when a call spans more than one rate period, the rate applicable for the period in which the call originated applies to the entire duration of the call.

(v) International Rate Adjustments. AT&T may adjust the Rates for AVOICS – International OD upon at least two (2) days' written notice to Customer. Such adjustments may include introduction of separate rates for different types of calls (such as calls to foreign mobile telephone numbers or international audiotext calls) and new rates for new countries. Any such revised rates will be effective for calls rated after the revised rates are implemented.

8. Unbranded Directory Assistance Service.

- a) The service charge for Directory Assistance Service for Domestic US is \$0.59 per call, in addition to applicable AVOICS rates and/or charges.
- b) The service charge for Directory Assistance Service for locations in Canada is \$0.75 per call, in addition to applicable AVOICS rates and/or charges.
- c) The service charge for Directory Assistance Service for locations in Puerto Rico is \$0.59 per call, in addition to applicable AVOICS rates and/or charges.

9) Monitoring Conditions

- a) The Average Length of Call (ALOC)
 - i) The Average Length of Call (ALOC) for all AVOICS usage (AVOICS – 1+ OD Domestic Native IP, AVOICS – 1+ OD Domestic Non-native IP and AVOICS – International OD) must be at least one (1) minute. The ALOC will be determined at the end of each six (6) month anniversary of the Term Start Date ("Review Period") based upon the usage during the prior six (6) months. Notwithstanding the foregoing, AT&T shall have the option of accelerating the Review Period to determine the ALOC at the end of the third (3rd) and ninth (9th) month anniversaries of the Term Start Date, based upon the usage during the prior three (3) months, if the ALOC during such period is below seventy-five percent (75%) of the ALOC specified above.
 - ii) At the end of each Review Period, if Customer fails to satisfy the ALOC of at least one (1) minute, then AT&T reserves the right to change the rates to address the missed ALOC.
 - iii) Before executing this right and after AT&T has notified Customer in writing that the ALOC has not been satisfied, Customer and AT&T will negotiate in good faith for a period no longer than thirty (30) days with the intent of reaching mutual agreement on a remedy. If the parties are unable to reach agreement within thirty (30) days then AT&T shall have the right to revise the rates.
 - iv) Notwithstanding Sections 9(a), (b) and (c) above, if AT&T determines that the ALOC during any Review Period is below seventy-five percent (75%) of the ALOC specified above in Section 9(a), Customer will be billed a Non-Compliance Charge equal to twenty percent (20%) of the undiscounted charges incurred for AVOICS – 1+ OD Domestic Native IP, AVOICS – 1+ OD Domestic Non-native IP and AVOICS – International OD during such Review Period.

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v) If the ALOC during any two (2) Review Periods during a twelve (12) month period is below seventy-five percent (75%) of the ALOC specified above in Section 9(a), AT&T may terminate AVOICS for such upon five (5) days written notice to Customer. Any termination of Service pursuant to this provision will not excuse Customer from its obligations under Section 3 (Minimums) of this Attachment.

b) Impermissible Traffic

i) AT&T will monitor Customer's AVOICS traffic to verify that no Impermissible Traffic is being terminated over AVOICS. If AT&T determines that Impermissible Traffic is being terminated over AVOICS, AT&T will provide written notice to Customer ("Impermissible Traffic Notice"). If within five (5) days after receiving an Impermissible Traffic Notice from AT&T, Customer continues to terminate Impermissible Traffic, then AT&T may suspend AVOICS until such time as Customer has provided adequate assurances to AT&T that Impermissible Traffic will not be terminated over AVOICS. If adequate assurances are not provided to AT&T within thirty (30) days of the date of AT&T's notice to Customer, then AT&T may terminate Service. If Service is resumed and subsequently AT&T determines that Impermissible Traffic is being terminated over AVOICS, within ninety (90) days of the date Customer receives the Impermissible Traffic Notice, or if three (3) Impermissible Traffic Notices are issued within a twelve (12) month period, AT&T may suspend or terminate AVOICS upon twenty (24) hours prior written notice to Customer. Any suspension of service pursuant to this provision will not excuse Customer from its obligations under Section 3 (Minimum Revenue Commitments) of this Attachment. Termination of Service by AT&T will be considered due to Customer's breach of this Attachment.

ii) "Impermissible Traffic" is calls resulting from the following activities:

A. Sequential dialing of telephone numbers at the NPA or NXX level;

B. Initiating a call, as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the CPN of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

C. Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

D. Cause any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud or cause harm;

E. Place calls for the primary purpose of generating queries to a CNAM database;

F. Calling a party in violation of any state or federal statutes or government regulations, including, but not limited to, those applicable to telemarketers and telephone solicitations

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in 47 CFR Section 64.1200 and 16 CFR Section 310.4 and to the delivery of CPN by telemarketers in 47 CFR Section 64.1601(e); or

G. Telemarketing or telephone solicitations to a party that is on a state or federal do not call list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor.

10. Customer Commitments

- a) Customer represents and warrants that each call originated to AT&T as Native IP traffic, meets the criteria defined as (i) traffic that originates as IP from the originating caller, and (ii) is then transported as IP from the Service Provider to AT&T.
- b) If AT&T determines that Non-native traffic is routed or has been routed by the Customer to AT&T via the Native IP circuits, (i) Customer must remove the traffic within twenty-four (24) hours from the time of notification by AT&T, (ii) AT&T will re-rate the traffic as Non-native traffic, (iii) Customer will be billed the re-rated amount for payment to AT&T, and (iv) Customer will also pay any additional charges to AT&T, including but not limited to; fines, penalties, surcharges, administrative costs. If Customer repeatedly routes Non-native traffic to AT&T via the Native IP circuits, AT&T may terminate this Attachment upon at least ten (10) days written notice to Customer.
- c) Customer further agrees that Customer will not intentionally manipulate its routing system in a fashion that results in the delivery of a disproportionate amount of traffic that terminates in high-cost areas (i.e., in areas where a terminating Local Exchange Carrier's ("LEC") rate for terminating traffic is higher than the rate AT&T charges Customer).
- d) As described in the AVOICS Service Description, Customer is obligated to include calling party number ("CPN") with all calls. AT&T reserves the right to add an additional Termination Rate File to this Attachment if calls are sent without CPN or to use the geographically significant NPA-NXX of the Customer Router location as the location from which a call originates.

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Exhibit A
to
AT&T Voice Over IP Connect Service (AVOICS)
Service Terms and Pricing Attachment
Transport Independent Access (TIA)

Customer will use TIA for connectivity to AVOICS rather than MIS-PNT as required in the AVOICS Service Description. There are no additional charges for this option.

1. With TIA, the Customer and AT&T will work in good faith to determine the initial limit on Concurrent Calls ("Concurrent Call Limit") during the Technical Due Diligence ("TDD") process. Concurrent Calls are defined as the number of call sessions active at any one time. Call attempts made from any given TIA Site when the number of Concurrent Calls exceeds the Concurrent Call Limit for that TIA Site will be rejected. The Concurrent Call Limit will be initially allocated equally over the number of Customer TIA Sites, unless agreed to otherwise by Customer and AT&T. A TIA Site is defined as a Native and Non-native pair of IP signaling addresses provided by the Customer. With prior written notice, AT&T may increase or decrease the Concurrent Call Limit based on the minutes of use being delivered
2. Although AT&T will use reasonable efforts to accept calls up to the Concurrent Call Limit for a TIA Site, the number of Concurrent Calls the customer may achieve is dependent upon other factors, including network and resource availability at the moment of a call attempt. Therefore, AT&T does not guarantee that the customer will always be able to reach the Concurrent Call Limit for Customer's AVOICS traffic.
3. Customer is responsible for delivering calls to the AT&T Network. Such connectivity can be either thru public internet access or by using MIS ports acquired under a separate AT&T MIS Wholesale Pricing Schedule.
4. Customer is responsible to provision the IP addresses used at the TIA Sites.
5. Customer is required to utilize separate, dedicated IP addresses as the source signaling address for Native IP Traffic and Non-native IP Traffic.
6. AT&T will provision the Customer provided IP addresses in the AT&T network elements.

End of Attachment

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Sales Contact Information
TOXEY; HEATHER
205-321-4918
ht8171@asemail.att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 7
(Excluding Fax Cover Sheet)

Instructions:

Please do not make any changes to this cover page as your fax is returned to the sales representative using automated processing.

After Signing the Contract Document associated with this Fax Cover Sheet with your Signature, Title, and Date:

1. Place this Fax Cover Sheet as the First Page of the Signed Contract.
For Multiple Contracts: Create a Contract Package by using each Fax Cover Sheet as a Contract Document Separator by placing each Cover Sheet as the First Page of the respective Contract.
2. Select resolution of 200 x 200 DPI when scanning the printed document
3. You may either send the Contract(s) via
 - Fax: Send the Contract(s) package to 877-374-4632 or 877-eSignFax
 - Copier with email capability: Send Contract(s) package as Tiff image to esign@att.com
 - Scanner and email: Send as a Tiff image to esign@att.com

If you have any questions or problems, please call your Sales Representative at 205-321-4918

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com



AT&T MA reference #



AT&T Master Carrier Agreement

CUSTOMER Name (Full Legal Name): Victory Telecom, Inc. ("CUSTOMER")	AT&T Corp., a New York corporation ("AT&T")	AT&T Sales Representative: Heather Toxey
CUSTOMER Name (and Title) for Notice: Jimmy Parman, President and CEO	AT&T Name (and Title) for Notice: Richard Chapes	AT&T Contact Telephone Number: 205.321.4918
CUSTOMER Address: 1000 Ballpark Way, Suite #315	AT&T Address: 675 W PEACHTREE ST NW	Initial Deposit Amount Required: \$0
City State Zip Code Arlington TX 76011	City State Zip Code Atlanta GA 30375	
CUSTOMER Fax number for Notice: 866-785-6711	AT&T Fax number for Notice: 214.712.5787	

This Agreement shall be legally binding when signed by both parties and shall continue in effect until the end of the longest term specified in an Attachment, or until otherwise terminated pursuant to this Agreement. The rates and commitments shall be effective as provided in each Attachment.

<u>Table of Documents</u>		
<u>Title</u>	<u>Doc. ID</u>	<u>Date/time stamp</u>
General Terms and Conditions	MCA 030614.doc	06/14/03 8:15 am
AT&T Voice Over IP Connect Service, Service Terms and Pricing Attachment	Victory Telecom AVOICS TIA 110428	04/28/11 2:45PM
Wholesale Unified Comprehensive Service Order Attachment	Whls UA CSOA 092310.doc	09/23/10 2:24PM

AGREED:**Victory Telecom, Inc.**
 By: _____
 (Authorized CUSTOMER Signature)

 (Typed or Printed Name and Title)

Date: _____

AGREED:**AT&T Corp.**
 By: _____
 (Authorized Agent or Representative for AT&T)

 (Typed or Printed Name and Title)

Date: _____

GENERAL TERMS AND CONDITIONS

Page 1

1. **Provision of Services.** AT&T agrees to provide to CUSTOMER the AT&T services described in the Attachment(s) to this Agreement (the "Services"). AT&T is not responsible for the quality of transmission or signaling on CUSTOMER's side of the network interface between AT&T and CUSTOMER. Service is furnished subject to the availability of the service components required, and subject to operational and systems constraints.

2. **Billing and Payment for the Services.** Except as may be provided in an Attachment, AT&T will send a single monthly bill for each of the Services to one location designated by CUSTOMER. CUSTOMER is liable for all amounts due to AT&T under this Agreement. Payment in U.S. currency is due within thirty days after the bill date, except as otherwise provided below with respect to Billing Disputes. Charges set forth in the Attachments are exclusive of any applicable taxes or surcharges.

4. **Non-Payment.** AT&T may add interest charges to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law. CUSTOMER shall reimburse AT&T for reasonable attorney's fees and any other costs associated with collecting delinquent or dishonored payments. Restrictive endorsements or other statements on checks accepted by AT&T will not apply.

4. **Billing Disputes.** To dispute a charge on a bill, CUSTOMER must identify the specific charge in dispute and provide a full written explanation of the basis for the dispute using a standard AT&T billing dispute form within 90 days after the bill date. CUSTOMER may withhold payment of a charge subject to a good faith dispute provided: (a) CUSTOMER submits the billing dispute, using a standard AT&T billing dispute form, within thirty days after the bill date; (b) CUSTOMER pays the undisputed portion of all charges; and (c) CUSTOMER cooperates reasonably with AT&T's efforts to investigate and resolve the dispute. If AT&T determines a disputed charge was billed in error, AT&T shall issue a credit to reverse the amount incorrectly billed. If AT&T determines a disputed charge was billed correctly, payment shall be due from CUSTOMER within five days after AT&T advises CUSTOMER in writing that the dispute is denied.

5. **Deposits.** Using its Deposit standards, AT&T has assessed and CUSTOMER shall pay the Initial Deposit amount specified on the Cover Sheet before Services are provided. AT&T may require CUSTOMER, during the term of this Agreement, to tender a deposit in an amount to be determined by AT&T in its reasonable discretion. AT&T will rely upon commercially reasonable factors to determine the need for and amount of any deposit. These factors may include, but are not limited to, payment history, number of years in business, history of service with AT&T, bankruptcy history, current account treatment status, financial statement analysis, and commercial credit bureau rating, as well as commitment levels and anticipated monthly charges. Any deposit will be held by AT&T as a guarantee for the payment of charges. A deposit does not relieve CUSTOMER of the responsibility

for the prompt payment of bills. Interest (at the rate of 6% per year or such other rate as is applicable by law) will be paid to CUSTOMER for any period that a cash deposit is held by AT&T. AT&T may apply a deposit against past due charges at any time.

6. **Obligations Regarding Taxes.** CUSTOMER shall pay any applicable taxes (excluding those on AT&T's net income), fees, duties, levies and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent customer provides a valid exemption certificate to AT&T prior to the delivery of Services.

7. **CUSTOMER is a Carrier.** CUSTOMER certifies it is a "common carrier" as defined in the Communications Act of 1934 (see 47 USC §§153(10) and 211), with all required operating authority. CUSTOMER further certifies either (a) it has filed an FCC Form 499-A with the Federal Communications Commission (individually or on a consolidated basis) in accordance with the registration requirement of 47 C.F.R. 64.1195, or (b) it will not resell interstate telecommunications service(s) provided by AT&T under this Agreement, unless it first registers with the Federal Communications Commission in accordance with the registration requirement of 47 C.F.R. 64.1195.

6. **Responsibilities of CUSTOMER.** CUSTOMER is responsible for interfacing and communicating with its End Users, for placing any orders, and for assuring that it and any Intermediate Providers comply with the provisions of this Agreement and with all applicable laws and regulatory requirements with respect to the Services. CUSTOMER is responsible for arranging premises access at any reasonable time so that AT&T personnel may install, repair, maintain, inspect or remove service components.

6. **Software.** AT&T grants CUSTOMER a personal, non-transferable and non-exclusive license (without the right to sublicense) to use, in object code form, all software and associated written and electronic documentation and data furnished pursuant to this Agreement (collectively, "Software"), solely in connection with the Services and solely in accordance with applicable written and electronic documentation. CUSTOMER will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of AT&T or its suppliers. "Third-Party Software" means Software that bears a copyright notice of a third party. "AT&T Software" means all Software other than Third-Party Software. CUSTOMER shall not copy or download the Software, except that CUSTOMER may make two copies of the Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original Software. CUSTOMER agrees to comply with any additional restrictions that are provided with any Third-Party Software. The term of the license granted with respect to any Software shall be coterminous

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with the Attachment which covers the Software and/or related Services. CUSTOMER shall assure that its Users comply with the terms and conditions of this Section.

9. Warranty with Respect to Software. AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications for the term of the Attachment that covers the AT&T Software. If CUSTOMER returns to AT&T, within such period, any AT&T Software that does not comply with this warranty, then AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund the amount paid by CUSTOMER for such failed or defective AT&T Software. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by CUSTOMER or Users.

10. Abuse of Service. The abuse of Service is prohibited. Using Service or permitting Service to be used in the following ways constitutes abuse: (a) interfering unreasonably with the use of AT&T service by others or the operation of the AT&T network; (b) with respect to Services that include the provision of terminating switched access over local exchange company facilities, carrying calls that originate on the network of a facilities-based interexchange carrier other than AT&T and terminate disproportionately to domestic locations for which AT&T's cost of terminating switched access (based on the published access rates of the incumbent local exchange companies) is above AT&T's price for the call under this Agreement (after application of discounts); (c) subjecting AT&T personnel or non-AT&T personnel to hazardous conditions; (d) attempting to avoid the payment, in whole or in part, of any charges by any means or device (non-payment of billed charges will not be considered abuse of service for purposes of this Section); or (e) using the Services or displaying or transmitting Content in a manner that violates any applicable law or regulation. In any instance in which AT&T believes in good faith that there is abuse of Service as set forth above, AT&T may immediately restrict, suspend or discontinue providing Service or prevent the display or transmission of Content, without liability on the part of AT&T, and then notify CUSTOMER of the action that AT&T has taken and the reason for such action. To the extent doing so does not interfere with its ability to prevent abuse of Service (to be determined in AT&T's reasonable judgment), AT&T will attempt to notify CUSTOMER before taking such action, and will attempt to limit any restriction, suspension or discontinuance under this Section to the locations, Content, or Services with respect to which the abuse is taking place.

10. Default. If a party breaches any material term of this Agreement and the breach continues unremedied for 60 days after written notice of default, the other party may terminate for cause any Attachment materially affected by the breach. If CUSTOMER is in breach of its payment obligations (including failure to pay a required deposit),

and fails to make payment in full within 5 days after receipt of written notice of default, AT&T may, at its option, terminate the Agreement, terminate affected Attachments, suspend Service under the affected Attachments, and/or require a deposit, advanced payment, or other satisfactory assurances in connection with any or all Attachments as a condition of continuing to provide Services; except that AT&T will not take any such action as a result of CUSTOMER's non-payment of a charge subject to a timely billing dispute, unless AT&T has reviewed the dispute and determined that the charge is correct. An Attachment may be terminated by either party immediately upon written notice if the other party has become insolvent or involved in a liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. CUSTOMER shall be liable to AT&T for Termination Charges, as specified in a terminated Attachment, in the event that AT&T terminates an Attachment as a result of a breach by CUSTOMER. Termination by either party of an Attachment does not waive any other rights or remedies it may have under this Agreement.

11. No Other Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. AT&T DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A REPRESENTATION OR WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

12. Limitation of Liability. EITHER PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(a) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENCE CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR A BREACH OF THE PROVISIONS OF SECTION 17 (USE OF MARKS), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

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(b) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH ABOVE UNDER THE HEADING WARRANTY WITH RESPECT TO SOFTWARE;

(c) FOR INDEMNITY, THE REMEDIES SET FORTH BELOW UNDER THE HEADING INDEMNIFICATION;

(d) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY 12-MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE ATTACHMENT DURING THE 3 MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

THE LIMITATIONS IN THIS SECTION 14 SHALL NOT PRECLUDE A PARTY FROM OBTAINING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT OF A VIOLATION OF SECTION 9 (SOFTWARE), SECTION 11 (ABUSE OF SERVICE), ARTICLE 17 (USE OF MARKS), OR ARTICLE 20 (CONFIDENTIALITY OBLIGATIONS).

EXCEPT TO THE EXTENT PROVIDED UNDER THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND, OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AT&T BE LIABLE FOR ANY CLAIM OR DAMAGES CAUSED BY OR ARISING OUT OF:

(i) ANY ACT OR OMISSION (INCLUDING WITHOUT LIMITATION UNAUTHORIZED USE, THEFT, ALTERATION, LOSS OR DESTRUCTION OF SERVICE OR THE APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS OF CUSTOMER, AN END USER OR ANY THIRD PARTY) OF CUSTOMER, AN INTERMEDIATE PROVIDER, OR AN END USER,

(ii) EXCEPT AS OTHERWISE PROVIDED IN AN ATTACHMENT, SERVICE LEVELS, DELAYS OR INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, OR

(iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY, AND SHALL APPLY

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE (INCLUDING WITHOUT LIMITATION ACTIVE AND PASSIVE NEGLIGENCE). NOTHING IN THIS SECTION LIMITS CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF CHARGES DUE AS PROVIDED IN THIS AGREEMENT, OR AT&T'S OBLIGATION TO PROVIDE CREDITS DUE AS PROVIDED IN THIS AGREEMENT.

For purposes of all remedies and limitations of liability set forth in this Agreement or any Attachment, (i) "AT&T" shall mean AT&T Corp., its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers and (ii) "CUSTOMER" shall mean Customer, its Affiliates, and its and their employees, directors, officers, agents, and representatives.

13. **Force Majeure.** Neither party nor its Affiliates or subcontractors shall be liable to the other party for any delay, failure in performance, loss or damage due to force majeure conditions such as fire, explosion, power blackout, earthquake, volcanic action, flood, hurricane, the elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of other carriers (except, for CUSTOMER, the acts or omissions of its Intermediate Providers), acts of regulatory or governmental agencies, or other causes beyond their reasonable control, except that CUSTOMER's obligation to pay for services provided shall not be excused. Changes in economic, business or competitive conditions are not force majeure conditions. If CUSTOMER is unable to meet its commitments as a direct result of a force majeure condition, CUSTOMER may suspend its commitments for one full billing month (or longer, with AT&T's written consent, which shall not be unreasonably withheld). The effect of such a suspension of commitment will be to exclude the affected month(s) from all calculations affecting the CUSTOMER's commitments and to extend the term of this Agreement by the same number of months. CUSTOMER must provide notice to AT&T of the force majeure condition giving rise to the right to suspend commitments within 30 days after its occurrence.

14. **Indemnification.** CUSTOMER shall indemnify, defend, and hold harmless AT&T and its Affiliates, directors, officers, employees, agents, successors and assigns from any and all claims, damages and expenses whatsoever (including reasonable attorneys' fees) arising on account of or in connection with CUSTOMER's use, resale or sharing of the Services, including but not limited to: (a) claims for libel, slander, invasion of privacy; (b) claims for infringement of copyright arising from any communication using the Services; (c) claims arising from any failure, breakdown, interruption or deterioration of service provided by AT&T to CUSTOMER or by CUSTOMER to End Users or Intermediate Providers; (d) claims arising from CUSTOMER's marketing efforts; and (e) claims of patent infringement arising from

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combining or using services or equipment furnished by AT&T in connection with services or equipment furnished by others. CUSTOMER's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death negligently caused by AT&T.

AT&T shall indemnify, defend, and hold harmless CUSTOMER and its Affiliates, directors, officers, employees, agents, successors and assigns from all claims of patent infringement arising solely from the use of the Services. (Whenever AT&T is responsible under the preceding sentence, AT&T may at its option either procure the right for CUSTOMER to continue using, or may replace or modify the alleged infringing Service so that the Service becomes noninfringing. If those alternatives are not reasonably achievable, AT&T may terminate the affected Attachment without termination liability to either party.)

The indemnified party under this Section 16: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

15. Use of Marks. Nothing in this Agreement creates in a party any rights in the other party's trade names, trademarks, service marks or any other intellectual property. Either party may use the other party's trade names, trademarks, or service marks only to the extent such use is not prohibited by this Agreement and is otherwise permitted by law (including but not limited to the Lanham Act). In no event shall either party use or display, in advertising or otherwise, any of the other party's logos, trade dress, trade devices or other indicia of origin, or any confusingly similar logos, trade dress, trade devices or indicia of origin. CUSTOMER will not conduct business under any AT&T corporate or trade name, trademark, service mark, logo, trade dress, trade device, indicia of origin or other symbol that serves to identify and distinguish AT&T from its competitors, or under any confusingly similar corporate or trade name, trademark, service mark, logo, trade dress, trade device, indicia of origin or other symbol. CUSTOMER will not indicate or imply to any other party that CUSTOMER is affiliated with AT&T, that CUSTOMER is authorized by AT&T to sell or provide service to them, that CUSTOMER is providing (or will provide) service to such party jointly or in collaboration or partnership with AT&T, or as the agent of AT&T, or that service provided by CUSTOMER or another carrier is provided by AT&T. Except to the limited extent (if any) as may be required under law, neither CUSTOMER nor an Intermediate Provider shall indicate or imply to any existing or potential End User (or Intermediate Provider) that any portion of the service provided to the End User (or

Intermediate Provider) by CUSTOMER or the Intermediate Provider is provided by AT&T or is carried over the AT&T network or AT&T facilities.

16. Relationship of the Parties. The relationship between the parties shall be that of independent contractors and not of principal and agent, employer and employee, franchiser and franchisee, partners or joint venturers. This Agreement does not establish CUSTOMER as a dealer, distributor or franchisee of AT&T, and no fee is being paid to AT&T to enter into this Agreement.

19. Confidential Information Defined. "Confidential Information" consists of the following: all information disclosed by one party or its agent or representative (the "Disclosing Party") to the other party or its agent or representative (the "Receiving Party") in connection with this Agreement regarding the telecommunications needs of CUSTOMER and/or the telecommunications offerings of AT&T, to the extent that (a) for information disclosed in written, graphic or other tangible form, it is designated by appropriate markings to be confidential or proprietary or (b) for information disclosed orally, it is both identified as proprietary or confidential at the time of disclosure and summarized in a writing so marked within 15 business days following the oral disclosure. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the parties shall be Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. This Agreement is Confidential Information as to which each party is both a Disclosing Party and a Receiving Party. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information.

20. Confidentiality Obligations. A Receiving Party shall hold all Confidential Information in confidence from the time of disclosure until at least 3 years following its disclosure (except with respect to Software, which shall be held in confidence indefinitely). During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing this Agreement and using the Services; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall advise those employees of the obligations of this Agreement; (e) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the

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disclosure, unauthorized use or publication of Confidential Information.

21. Publicity. No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.

22. Alternative Dispute Resolution. The parties will attempt to settle any claim for non-payment of charges or recovery of overpayment of charges for the Services (hereinafter a "Billing Dispute"), through good faith negotiations. The parties may agree to submit a Billing Dispute to non-binding mediation. At any time, the party seeking payment may submit a notice of arbitration of a Billing Dispute for arbitration under the United States Arbitration Act pursuant to the terms of this Section and the Non-Administered Arbitration Rules of the CPR Institute for Dispute Resolution ("CPR"), to the extent such rules do not conflict. The Arbitration will be held in New York, New York, or any other location selected by mutual agreement of the parties. The arbitrator shall not have the power to award any damages in excess of the limits set forth in or excluded under the limitations of liability provided in this Agreement. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement. The arbitrator shall strictly limit discovery to the production of documents directly relevant to the facts alleged in the notices of arbitration and defense. If depositions are required, the arbitrator shall permit each Party to conduct an equal number of depositions (not to exceed five per side), with equal limits on the number of deposition hours for each Party (not to exceed 7 per deposition). If an evidentiary hearing is held, each Party's presentation of its case shall be limited to three (3) days. Requests for temporary injunctive relief may be submitted to a court of competent jurisdiction if the arbitrator has not yet been appointed, but the arbitrator shall have the authority to modify any injunctive relief granted by such a court. The arbitration award shall be made final within eight months of filing of the notice of arbitration and judgment upon the award may be entered in any court having competent jurisdiction. All participants and the arbitrator shall hold the existence, content and results of mediation and arbitration in confidence, except as necessary to enforce a final settlement agreement or to enforce an arbitration award. Each party shall bear its own expenses and equally share expenses related to the compensation of the arbitrator. The arbitrator's award shall be in writing and shall state the reasons for the award.

23. Time to Bring Claims. Any initial demand for arbitration pursuant to this Agreement, and any legal action arising under this Agreement, must be initiated within two years after the cause of action arises.

24. Notices. All notices under this Agreement shall be in writing and shall be made: (a) by personal delivery; (b) by certified or registered mail, postage prepaid return receipt requested, (c) by overnight delivery, or (d) by facsimile transmission. Notice shall be sent to the individuals identified on the Cover Sheet (at the address and/or fax

number designated for notice), or to such other individual, address or fax number as a party may designate by notice to the other party.

25. Equipment. AT&T shall retain title to all of its equipment and facilities used to provide service under this Agreement. CUSTOMER will pay reasonable shipping charges for delivery to CUSTOMER's premises of AT&T equipment used to provide Service under this Agreement. CUSTOMER is liable to AT&T for the replacement cost of any AT&T-provided equipment installed at CUSTOMER's premises in the event of loss of said equipment for any reason, including but not limited to theft.

26. Export Regulations. The parties acknowledge that the Services and Software may be subject to U.S. export laws and regulations. If requested, CUSTOMER will sign assurances and other export-related documents required for AT&T to comply with U.S. export regulations.

27. Quality Monitoring. CUSTOMER authorizes AT&T to monitor and record calls to AT&T concerning the Services for training and quality control purposes.

28. Assignment. This Agreement may not be assigned by either party except that either party may assign its rights or delegate its duties under this Agreement to an Affiliate of that party, and either party may assign this Agreement to a successor, provided that an assignee of CUSTOMER must satisfy the requirements of Section 7 of these General Terms and Conditions.

29. No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including but not limited to End Users and Intermediate Providers) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

30. Non-Waiver. The failure of a party to enforce any right under this Agreement at any particular point in time shall not constitute a continuing waiver of any such right with respect to the remaining term of this Agreement, or the waiver of any other right under this Agreement.

31. Severability. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall immediately begin negotiations to replace any invalid or unenforceable portions that are essential parts of this Agreement.

32. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding Confidentiality shall remain in effect following termination of this Agreement and the provisions of this Agreement regarding arbitration, use of Marks, indemnification, and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

32. Choice of Law. The domestic law of the State of New York, except its conflict-of-laws rules, shall govern the construction, interpretation, and performance of this

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Agreement, except to the extent superceded by federal law. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

33. **Amendment.** No amendment, supplement, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

34. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements or statements of intent regarding the Services that are not embodied in this Agreement are of no effect.

35. **Definitions.** The following definitions apply in addition to the definitions set forth elsewhere in this Agreement:

"Affiliate" means any entity that controls, is controlled by or is under common control with a party.

"Content" means information made available, displayed or transmitted (including information made available by means of an HTML "hot link", a third party posting or similar means) in connection with a Service including all trademarks, service marks and domain names contained

therein, Customer and User data, and the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

"End User" or "User" means the entity that uses the service furnished under this Agreement for its own use, and not for purposes of providing telecommunications services to others.

"Intermediate Provider" means any provider or other intermediary (other than CUSTOMER or its agents or employees) in the sales chain between CUSTOMER and an End User.

"Master Agreement" means the Agreement.

"Service Guide" means the AT&T Business Service Guide, as amended from time to time, accessible via the Internet at <http://serviceguide.att.com>, unless otherwise defined in an Attachment. With respect to Service provided by AT&T under tariff, "Service Guide" means the tariffs applicable to the provision of such Service, as amended from time to time. Any references in the Attachments to "Tariffs", with respect to services that are no longer provided under tariff, will be deemed reference to the Service Guide, which is the successor document to interexchange tariffs that have been withdrawn as a result of detariffing.

If not otherwise defined, capitalized terms shall be defined as provided in the Service Guide.

----- End of Terms and Conditions -----



Sales Contact Information
TOXEY; HEATHER
205-321-4918
ht8171@asemail.att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 4
(Excluding Fax Cover Sheet)

Instructions:

Please do not make any changes to this cover page as your fax is returned to the sales representative using automated processing.

After Signing the Contract Document associated with this Fax Cover Sheet with your Signature, Title, and Date:

1. Place this Fax Cover Sheet as the First Page of the Signed Contract.
For Multiple Contracts: Create a Contract Package by using each Fax Cover Sheet as a Contract Document Separator by placing each Cover Sheet as the First Page of the respective Contract.
2. Select resolution of 200 x 200 DPI when scanning the printed document
3. You may either send the Contract(s) via
 - Fax: Send the Contract(s) package to 877-374-4632 or 877-eSignFax
 - Copier with email capability: Send Contract(s) package as Tiff image to esign@att.com
 - Scanner and email: Send as a Tiff image to esign@att.com

If you have any questions or problems, please call your Sales Representative at 205-321-4918

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com





Wholesale Unified Comprehensive Service Order Attachment

Customer	AT&T
Victory Telecom, Inc.	AT&T Corp.
Date of Initial Execution of Master Agreement (by CUSTOMER)	Date of Initial Execution of Master Agreement (by AT&T)

This Unified Comprehensive Service Order Attachment ("Attachment") is part of the Master Agreement between the customer named above ("Customer") and the AT&T Corp, ("AT&T") referenced above.

The Effective Date of this Attachment is the date the Master Agreement is initially executed by both parties or, if this Attachment is not part of the Master Agreement as initially executed, the Effective Date will be the date the Master Agreement is thereafter amended to include this Attachment.

1. INTRODUCTION

1.1 Overview of Documents. The General Terms and Conditions of the Master Agreement, as may be modified by a Supplemental Terms and Conditions Attachment (collectively, "T&C Attachment"), this Attachment and the following additional documents (collectively, the "Agreement") shall apply to all Services AT&T provides Customer pursuant to this Agreement and shall continue in effect so long as Services are provided under this Agreement.

(a) **Pricing Schedules.** A "Pricing Schedule" means a document titled "Pricing Schedule" (including its attachments) that references the Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term"). Each Pricing Schedule will be separately executed by AT&T and Customer.

(b) **Service Publications.** A "Service Publication" means Tariffs, Guidebooks, Service Guides and the AUP.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Customer's and Users' use of (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

1.2 Web Location. Service Publications can be found at att.com/servicepublications or other locations AT&T may designate.

1.3 Priority of Documents. The order of priority (descending) of the documents that form this Agreement is: the applicable Pricing Schedule; this Attachment, the T&C Attachment; the AUP; and Tariffs, Guidebooks and Service Guides; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.4 Revisions to Documents. Subject to Section 8.1(a) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

2. AT&T DELIVERABLES; SERVICES

2.1 AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.2 Software. Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Attachment and the T&C Attachment as to such software.

2.3 IP Addresses; Telephone Numbers. Unless expressly registered in the name of Customer, an Intermediate Providers, or an End User, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and Customer shall have no right to use such IP addresses, AT&T-based domain names or telephone numbers upon termination or expiration of the applicable Pricing Schedule.

2.4 Services. AT&T will either provide or arrange to have an AT&T Affiliate provide the Services to Customer, subject to the availability and geographic and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

Wholesale UA CSOA

3. CUSTOMER'S COOPERATION

3.1 Access Right. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of any Hazardous Materials.

4.0 RESALE OF SERVICES.

4.1 Customer may not resell any portion of the Services provided pursuant to a Pricing Schedule unless authorized in the Pricing Schedule.

4.2. If Customer is authorized in a Pricing Schedule to resell any portion of a Service to third parties, the following additional terms and conditions apply:

4.2.1. AT&T grants to Customer the non-exclusive right to resell the Services, subject to the provisions of this Agreement. AT&T expressly reserves the right both to contract with others to resell the Service and to itself directly engage in the marketing and sale of the Service.

4.2.2. If the right to resell is designated on the Pricing Schedule as "Restricted Resale", Customer may resell the Service only if bundled with additional value added features or services that enhance the Service as part of a larger project for its customers.

4.2.3. AT&T will not provide support directly to any End User Customer. Customer is responsible for implementing with its End User Customers appropriate terms, conditions, and measures to ensure that all End User Customers comply with the terms and conditions of this Agreement and the Pricing Schedules under which the Services are provided.

4.2.4. Customer is solely responsible for establishing the price plans according to which End User Customers will be billed; for determining the taxes and other charges that are to be billed to End User Customers; for remitting those taxes and other charges to the applicable authorities and for handling related disputes; and for collecting billed amounts from End User Customers. Customer assumes all risk of delinquent and uncollectible amounts billed to End User Customers.

4.2.5. Customer agrees that it will not market or sell the Service to End User Customers except for such End User Customers' own internal use.

4.2.6. Customer represents and warrants that it has obtained and shall maintain all relevant trade and regulatory authorizations, including those related to telecommunications matters and any authorizations by an authority that may be required to execute the Pricing Schedule under which the Services are provided and resell the Services to End User Customers.

5. PRICING AND BILLING

5.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. Unless the Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all surcharges, recovery fees and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services. No promotion, credit or waiver set forth in a Service Publication will apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

5.2 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer.

5.3 Payments. Payment is due as described in the T&C Attachment (unless another date is specified in an applicable Tariff or Guidebook). Charges must be paid in the currency specified in the invoice. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, in accordance with the T&C Attachment.

5.4 Disputed Charges. If disputed charges are withheld, Customer will incur applicable late payment fees commencing on the due date of the original invoice, except to the extent that the parties agree otherwise or a court or regulatory authority determines that the disputed charges were invoiced in error.

5.5 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

5.6 Affiliate Invoicing. At Customer's request, but subject to AT&T's consent (which may be withheld, for example, if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

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5.7 Tax Withholding. To the extent Customer is required to withhold or deduct non-U.S. income taxes from payments due to AT&T, Customer shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable Tax Convention and shall furnish AT&T with such evidence as may be required by U.S. taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

6.0 PRIVACY LAWS; CPNI CONSENT.

Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding AT&T's processing the User, employee or agent information in connection with providing Service. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

7.0 FURTHER DISCLAIMER OF WARRANTY.

AT&T MAKES NO REPRESENTATIONS OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE OR THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING. AT&T MAKES NO REPRESENTATION OR WARRANTY THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

8. SUSPENSION AND TERMINATION

8.1 Termination or Suspension of Services. The following additional termination provisions apply:

(a) **Materially Adverse Impact.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer and if AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(b) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were

to allow the violation to continue, (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees, contractors or agents..

(c) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

(d) **Fraud or Abuse.** AT&T may immediately terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate the entire Agreement, by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.3 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.3.

(b) If Customer terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.3(a), Customer (i) will pay any termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer terminates a Service or Service Component after Cutover other than as set forth in Section 8.3(a) or if AT&T terminates a Service or Service Component for cause, Customer will pay applicable termination charges as follows: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any waived or unpaid non-recurring charges identified in the Pricing Schedule or Service Publication; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Section 8.3(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated

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Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. ASSIGNMENT AND SUBCONTRACTING

In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit the equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations. If Customer fails to obtain any necessary import or export license, Customer shall return any affected equipment, services, software or technical information if the applicable manufacturer's return policy permits and subject to any applicable termination or cancellation charges.

11. MISCELLANEOUS PROVISIONS

11.1 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking temporary, preliminary or permanent injunctive relief from a court of competent jurisdiction.

11.2 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

11.3 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

12. DEFINITIONS

All capitalized terms used in this Attachment and not expressly defined herein shall have the respective meanings given to such terms in the T&C Attachment.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"End User Customer" means a User to whom Customer resells the Services.

"Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the standard descriptions, pricing and other terms and conditions for a Service whose terms and conditions were but no longer are tariffed and filed with regulatory authorities.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts owed under Section 8.3(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; (c) charges imposed in connection with

governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges) and (d) non-recurring charges.

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Guide" means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this Attachment (if there is no Applicable Tariff). The Service Guide is located at <http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, or Customer's, End User's, End User Customer's or third party's property, where AT&T installs or provides a Service.

"Tariffs" are documents containing the standard descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory commissions.