

AT&T Wholesale Agreement

Contract Number: 19054

**INTERCONNECTION AND/OR RESALE AGREEMENT
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between one or more of the AT&T Inc. owned ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Peerless Network of Connecticut, LLC, Peerless Network of Florida, LLC, Peerless Network of Georgia, LLC, Peerless Network of Indiana, LLC, Peerless Network of North Carolina, LLC, Peerless Network of Nevada, LLC, Peerless Network of Ohio, LLC, Peerless Network of Tennessee LLC, and Peerless Network of Texas, LLC ("CLEC" also referenced as "Peerless Network"), (Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee, and Texas Limited Liability Companies), shall apply to the States of Connecticut, Florida, Georgia, Indiana, North Carolina, Nevada, Ohio, Tennessee and Texas.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) Unbundled Network Elements purchased from other entity(ies) and the Resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the state or states which are subject to this Agreement; and

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of the AT&T Inc. entities, hereinafter referred to as, BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the Incumbent Local Exchange Carrier(s) and CLEC, a Competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

1.1 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

2.1 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 "Access Compensation" means the compensation paid by one Party to the other Party for the origination/termination of intraLATA and interLATA toll calls to/from its End Users. Access Compensation is in accordance with the LEC's tariffed access rates and as addressed in Attachment 02 - Network Interconnection.

2.3 "Access Service Request (ASR)" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.4 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding **AT&T-22STATE** to the CLEC community.

2.5 "Affiliate" is As Defined in the Act.

2.6 "Alternate Billing Service (ABS)" or "Alternately Billed Traffic (ABT)", as described in Attachment 10 - ABT, means the service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.

2.7 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

2.8 "As Defined in the Act" means as specifically defined by the Act.

2.9 "As Described in the Act" means as described in or required by the Act.

2.10 "AT&T Inc (**AT&T**)" means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee; Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut; Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

2.11 "**AT&T-22STATE**" means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

2.12 "**AT&T-21STATE**" means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

2.13 "**AT&T-13STATE**" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.14 "**AT&T-12STATE**" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.15 "**AT&T-10STATE**" means the AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

2.16 "**AT&T-8STATE**" means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide **AT&T-22STATE** with ninety (90) calendar days advance written Notice of any CLEC to CLEC Mass Migration. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection Service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

- 7.5.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Pricing Schedule to the acquiring CLEC's agreement. The acquiring CLEC shall also submit a new Operator Services Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

7.6 Project Coordination:

- 7.6.1 **AT&T-22STATE** will provide project management support to effectuate changes of the types identified in Section 7.5 above.
- 7.6.2 **AT&T-22STATE** will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should **AT&T-22STATE**'s most current version of LSOR or ASOR guidelines not support the required order activity, **AT&T-22STATE** will issue service orders at the manual rate, as specified in the Pricing Schedule to this Agreement, based upon type of service provided, and on the condition that CLEC provides to **AT&T-22STATE** any and all information **AT&T-22STATE** reasonably requests to effectuate such changes.

7.7 Referral Announcement

- 7.7.1 When an End User changes its service provider from **AT&T-22STATE** to CLEC or from CLEC to **AT&T-22STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number in accordance with any applicable state laws, rules and tariffs.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

- 8.1.1 In **AT&T-22STATE**, with the exception of **AT&T OHIO**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AT&T OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

8.2 Term:

- 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 19, 2012 (the "Initial Term").

8.3 Termination for Nonperformance or Breach:

- 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

8.3.2 If, at any time during the term of this Agreement, **AT&T-22STATE** is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then **AT&T-22STATE** may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.

8.4 Termination of Agreement after initial term expiration:

- 8.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to **AT&T-22STATE** at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival 40.1 below of this GTC.
- 8.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration," CLEC shall have ten (10) calendar days to provide **AT&T-22STATE** written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with **AT&T-22STATE** or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with **AT&T-22STATE**, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with **AT&T-22STATE** under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement **AT&T-22STATE** shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. **AT&T-22STATE**'s obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration with **AT&T-22STATE**'s consent, **AT&T-22STATE** may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in **AT&T-22STATE**'s then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, then upon written Notice to CLEC by **AT&T-22STATE**, **AT&T-22STATE** may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in **AT&T-22STATE**'s then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party.

9.0 **End User Fraud**

- 9.1 **AT&T-22STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.
- 9.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 9.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

ATTACHMENT 02 - ISP - NETWORK

INTERCONNECTION

1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions for Network Interconnection, Trunking and Intercarrier Compensation for **AT&T-22STATE** and CLEC.
- 1.1.1 This Attachment describes the Network Interconnection Methods (NIM) provided by **AT&T-22STATE** including, the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act.
- 1.1.2 This Attachment describes the trunking requirements of CLEC and **AT&T-22STATE**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. Described herein are the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, IXC carried Meet Point Traffic, Third Party Traffic, Mass Calling, E911, Operator Services and Directory Assistance Traffic. Requirements associated with Out of Exchange Traffic are also included.
- 1.1.3 Intercarrier Compensation arrangements for intercarrier Telecommunications traffic exchanged between **AT&T-22STATE** and CLEC, are provided for within this Agreement.
- 1.1.3.1 In **AT&T-13STATE**, the Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities (Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")) or originated by CLEC over local circuit switching purchased by CLEC from **AT&T-13STATE** on a wholesale basis (non-resale) in a separate agreement and used in providing wireline local telephone exchange (dial tone) service to its End Users (Wholesale Local Switching Traffic).
- 1.1.3.2 In the **AT&T SOUTHEAST REGION 9-STATE** region, the Intercarrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities only (Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic").
- 1.1.4 **AT&T-22STATE** will provide Recording, Message Processing and message detail services to a Facility-Based Provider. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

2.0 Definitions

- 2.1 "Network Interconnection Methods (NIMs)" mean, but are not limited to, Physical Collocation, Virtual Collocation, Fiber Meet Point; and other technically feasible methods of obtaining Interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods must be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.
- 2.2 "Access Tandem Switch" is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among End Office Switches for IXC carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic as designed and used in some regions.

interexchange traffic (whether IntraLATA or InterLATA) to/from CLEC End Users and IXCs. All such traffic is collectively referred to as Third Party Traffic.

- 2.30 "Wholesale Local Switching Traffic" for the purposes of this Attachment, means call usage:
- 2.30.1 originating from a CLEC End User over local circuit Switching purchased by CLEC from **AT&T-13STATE** on a wholesale basis and terminating to an **AT&T-13STATE** End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area;
 - 2.30.2 originating from an **AT&T-13STATE** End User and terminating over local switching purchased by CLEC from **AT&T-13STATE** on a wholesale basis to a CLEC End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

3.0 Network Interconnection Methods

- 3.1 The Interconnection provided herein may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 3.2 Network Interconnection Architecture Plan:
 - 3.2.1 **AT&T-22STATE**'s network is partly comprised of End Office Switches, Local Only Tandem Switches (**AT&T-10STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **AT&T-22STATE**'s network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-22STATE**'s End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local Exchange Area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
 - 3.2.2 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the negotiated POI(s). Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Section 4.0 below for the exchange of traffic between CLEC and **AT&T-22STATE**.
 - 3.2.2.1 For each NXX code used by either Party, the Party that owns the NXX (or pooled code block) must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide Foreign Exchange (FX) service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its Foreign Exchange service customers and such code's geographic area.

3.2.3 Types of Points of Interconnection:

- 3.2.3.1 A "Tandem Serving Area (TSA)" is an **AT&T-22STATE** area defined by the sum of all local calling areas served by **AT&T-22STATE** End Offices that subtend an **AT&T-22STATE** Tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 3.2.3.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated POI within **AT&T-22STATE**'s network in the LATA where CLEC Offers Service.
- 3.2.3.3 A "Single POI" is a single point of Interconnection within a LATA on **AT&T-22STATE**'s network that is established to interconnect **AT&T-22STATE**'s network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 3.2.3.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 3.2.3.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
 - 3.2.3.5.1 at an **AT&T-22STATE** TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that **AT&T-22STATE** TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
 - 3.2.3.5.2 at an **AT&T-22STATE** End Office in a local calling area not served by an **AT&T-22STATE** Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 3.2.3.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.

3.2.4 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 3.0 above will be followed for all physical architecture plan changes.

3.2.5 CLEC is solely responsible, including financially, for the facilities that carry OS/DA, E911, Mass Calling, Third Party and Meet Point Trunk Groups.

3.2.6 Technical Interfaces

- 3.2.6.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8-Zero Substitution with Extended Superframe (B8ZS ESF) format framing or any mutually agreeable line coding and framing.

3.3 Methods of Interconnection:

- 3.3.1 Physical and Virtual Collocation - Attachment 12 - Collocation describes the terms and conditions for Interconnection via Collocation.

3.3.2 Fiber Meet Point:

- 3.3.2.1 Fiber Meet Point between **AT&T-22STATE** and CLEC can occur at any mutually agreeable and technically feasible point at an **AT&T-22STATE** Tandem or End Office building within each LATA.
- 3.3.2.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized (in a Unidirectional Path Switched Ring (UPSR) software configuration for **AT&T SOUTHEAST REGION 9-STATE**). Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 3.3.2.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.3.2.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.3.2.5 In addition to the semi-annual trunk forecast process, discussed in Section 4.0 below, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.3.2.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.3.2.7 CLEC will provide fiber cable to the last entrance (or **AT&T-22STATE** designated) manhole at the **AT&T-22STATE** Tandem or End Office building. **AT&T-22STATE** shall make all necessary preparations in the manhole to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for **AT&T-22STATE** to pull through to the **AT&T-22STATE** cable vault. CLEC shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside **AT&T-22STATE**'s Tandem or End Office building at the cable vault at **AT&T-22STATE**'s expense. In this case, the POI shall be at the **AT&T-22STATE** designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.2.8 CLEC and **AT&T-22STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in Section 4.0 below of this document.
- 3.3.2.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **AT&T-22STATE** will provide any multiplexing

required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

3.4 Responsibilities of the Parties:

- 3.4.1 For each local Interconnection within an **AT&T-22STATE** area, CLEC shall provide written notice to **AT&T-22STATE** of the need to establish Interconnection in each local Exchange Area (**AT&T SOUTHWEST REGION 5-STATE**) or LATA (**AT&T MIDWEST REGION 5-STATE**, **AT&T SOUTHEAST REGION 9-STATE**, **AT&T WEST REGION 2-STATE** and **AT&T CONNECTICUT**). CLEC shall provide all applicable network information on forms acceptable to **AT&T-22STATE** (as set forth in **AT&T-22STATE**'s CLEC Handbook, published on the AT&T CLEC OnLine website).
- 3.4.2 Upon receipt of CLEC's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 3.2.1 above. The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 3.4.3 Either Party may add or remove switches. The Parties shall provide 120 calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.
- 3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.

4.0 **Interconnection Trunking**

4.1 Provisioning and Administration of Trunk Groups:

- 4.1.1 CLEC shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at CLEC's switch. **AT&T-22STATE** shall issue ASRs for one-way trunk groups originating at the **AT&T-22STATE** switch.
- 4.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In, and E911) and Meet Point or Third Party (as appropriate) Trunk Groups can be established between CLEC's switch and the appropriate **AT&T-22STATE** Tandem Switch as further provided in this Section 4.0.

4.1.3 Signaling Protocol:

- 4.1.3.1 SS7 Signaling is **AT&T-22STATE**'s preferred method for signaling. Where MF signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by **AT&T-22STATE**, they will be provided in accordance with the provisions of the applicable access tariffs.
- 4.1.3.2 Where MF signaling is currently used, the Parties agree to interconnect their networks using MF or dual tone MF (DTMF) signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. **AT&T-22STATE** will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with CLEC employing MF signaling.

- 4.1.4 The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.
- 4.1.5 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC OnLine website. The report is provided in an MS-Excel format.
- 4.2 Embedded Base-One-Way trunks (**AT&T-12STATE** only):
 - 4.2.1 **AT&T-12STATE** acknowledges that CLEC may have an embedded base of one-way trunks ordered and installed prior to the Effective Date of this Agreement that were used for termination of CLEC's Section 251(b)(5)/IntraLATA Toll Traffic to **AT&T-12STATE** (Embedded Base). To the extent that CLEC has such an Embedded Base, CLEC shall only augment trunk groups in the Embedded Base with the mutual agreement of the Parties. CLEC shall not order any new one-way trunk groups following the Effective Date of this Agreement. Moreover, the Parties agree that the Embedded Base will be converted to two-way trunk groups under the following circumstances:
 - 4.2.1.1 With reasonable notification from **AT&T-12STATE**, and upon **AT&T-12STATE**'s request, CLEC shall convert all of its Embedded Base to two-way trunks.
 - 4.2.1.2 At any time an Embedded Base trunk group (either originating or terminating) requires augmentation, **AT&T-12STATE** can require the associated originating and terminating trunks to be converted to a single two-way trunk group prior to the augmentation.
 - 4.2.1.3 When any network changes are to be performed on a project basis (i.e., central office conversions, tandem re-homes, etc.), upon request and reasonable notice by **AT&T-12STATE**, CLEC will convert all of its Embedded Base affected by the project within the intervals and due dates required by the project parameters.
 - 4.2.1.4 In addition to the foregoing, CLEC may choose, at any time, to convert its Embedded Base to two-way trunk groups.
 - 4.2.1.5 The Parties will coordinate any trunk group migration, trunk group prioritization, and implementation schedule. **AT&T-12STATE** agrees to develop a cutover plan within thirty (30) days of notification to CLEC of the need to convert pursuant to Section 4.2.1.1 above and Section 4.2.1.3 above.
- 4.3 Establishment of Local Only and Local Interconnection Trunk Groups Per Region:
 - 4.3.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between CLEC End Users and **AT&T-22STATE** End Users.
 - 4.3.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: **AT&T SOUTHWEST REGION 5-STATE**. These trunk groups will utilize SS7 where available and multi-frequency (MF) signaling protocol where SS7 is not available.
 - 4.3.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each **AT&T SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local Exchange Area. Inter-Tandem switching is not provided.
 - 4.3.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC's switch and each **AT&T SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem

Switch and each Local/Access Tandem Switch in the local Exchange Area. Inter-Tandem switching is not provided.

- 4.3.2.3 **AT&T SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local Exchange Area in which CLEC is interconnected.
- 4.3.2.4 Where traffic from CLEC switch to an **AT&T SOUTHWEST REGION 5-STATE** End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the **AT&T SOUTHWEST REGION 5-STATE** End Office. Once such trunks are provisioned, traffic from CLEC to **AT&T SOUTHWEST REGION 5-STATE** must be redirected to route first to the Direct End Office Trunk Group (DEOT) with overflow traffic alternate routed to the appropriate **AT&T SOUTHWEST REGION 5-STATE** Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an **AT&T SOUTHWEST REGION 5-STATE** End Office does not subtend an **AT&T SOUTHWEST REGION 5-STATE** Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.3.2.5 A Local Interconnection Trunk Group shall be established from CLEC's switch to each **AT&T SOUTHWEST REGION 5-STATE** End Office in a local Exchange Area that has no Local Tandem. This trunk group shall be established as a direct final.
- 4.3.2.6 When **AT&T SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch(es) in the local Exchange Area, and a separate Access Tandem Switch that serves the same local Exchange Area, a two-way IntraLATA Toll Trunk Group shall be established to the **AT&T SOUTHWEST REGION 5-STATE** Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each **AT&T SOUTHWEST REGION 5-STATE** Local Only Tandem Switch.
- 4.3.2.7 Each Party shall deliver to the other Party over the Local Only Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.
- 4.3.3 Local Only and/or Local Interconnection Trunk Group(s) in each LATA: **AT&T MIDWEST REGION 5-STATE**, **AT&T SOUTHEAST REGION 9-STATE**, **AT&T WEST REGION 2-STATE** and **AT&T CONNECTICUT**.
 - 4.3.3.1 Tandem Trunking – **AT&T MIDWEST REGION 5-STATE** and **AT&T WEST REGION 2-STATE**
 - 4.3.3.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all **AT&T MIDWEST REGION 5-STATE** and **AT&T WEST REGION 2-STATE** Local Only Tandems in the LATA for calls destined to or from all **AT&T MIDWEST REGION 5-STATE** End Offices that subtend the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling.
 - 4.3.3.1.2 In **AT&T MIDWEST REGION 5-STATE** and **AT&T WEST REGION 2-STATE** all Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on two-way Local Interconnection Trunk Groups using SS7 signaling. These trunk groups shall be established at all Local/IntraLATA and Local/Access

Tandem switches in **AT&T MIDWEST REGION 5-STATE** and at the Access Tandem Switches in **AT&T WEST REGION 2-STATE** in the LATA, for calls destined to or from End Offices that subtend each Tandem.

- 4.3.3.1.3 A Local Interconnection Trunk Group shall be established from CLEC's switch to each **AT&T MIDWEST REGION 5-STATE** and each **AT&T WEST REGION 2-STATE** End Office in any LATA where the **AT&T MIDWEST REGION 5-STATE** and **AT&T WEST REGION 2-STATE** End Office does not subtend an **AT&T MIDWEST REGION 5-STATE** and **AT&T WEST REGION 2-STATE** Local Tandem. This trunk group shall be established as a direct final.

4.3.3.2 Tandem Trunking – **AT&T CONNECTICUT**

- 4.3.3.2.1 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all **AT&T CONNECTICUT** Access Tandems in the LATA for calls destined to or from all **AT&T CONNECTICUT** End Offices that subtend the designated Tandem. These trunk groups shall be one-way and will utilize SS7 signaling.

- 4.3.3.2.2 Local Interconnection Trunk Groups in **AT&T CONNECTICUT** shall be ordered and provisioned as one-way to accommodate billing and technical limitations.

4.3.3.3 Tandem Trunking – **AT&T SOUTHEAST REGION 9-STATE**

- 4.3.3.3.1 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at each **AT&T SOUTHEAST REGION 9-STATE** Access Tandem in the LATA where CLEC homes its NPA/NXX codes for calls destined to or from all **AT&T SOUTHEAST REGION 9-STATE** End Offices that subtend the designated Tandem. These trunk groups shall be one-way except where two-way trunks have been mutually agreed and will utilize SS7 signaling. Where CLEC does not interconnect at every Access Tandem switch location in the LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, CLEC must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. **AT&T SOUTHEAST REGION 9-STATE** will route CLEC originated 251(b)(5)/IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section 6.2.9 below.

4.3.4 Direct End Office Trunking

- 4.3.4.1 DEOTs transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **AT&T-22STATE** End Office and are not switched at a Tandem location. When actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks CLEC shall establish the following:

- 4.3.4.1.1 a two-way DEOT in **AT&T-12STATE**,

- 4.3.4.1.2 a one-way DEOT in **AT&T CONNECTICUT**,

- 4.3.4.1.3 a one-way DEOT in **AT&T SOUTHEAST REGION 9-STATE** (except where the parties have agreed to use two-way trunks.)
- 4.3.4.2 Once such trunks are provisioned, traffic from CLEC to **AT&T-22STATE** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate **AT&T-22STATE** Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an **AT&T-22STATE** End Office does not subtend an **AT&T-22STATE** Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by CLEC and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.3.4.3 All traffic received by **AT&T-22STATE** on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch.
- 4.3.5 Meet Point Trunk Group: **AT&T-13STATE**
- 4.3.5.1 IXC carried traffic shall be transported between CLEC's switch and the **AT&T-13STATE** Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via an **AT&T-13STATE** Access Tandem Switch or Local/Access Tandem Switch.
- 4.3.5.2 Meet Point Trunk Groups shall be provisioned as two-way, and each Party is responsible for delivering traffic utilizing SS7 signaling, except MF signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 4.3.5.3 When **AT&T-13STATE** has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every **AT&T-13STATE** Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s) or is the code holder of a pooled code block.
- 4.3.5.4 **AT&T-13STATE** will not block switched access traffic delivered to any **AT&T-13STATE** Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **AT&T-13STATE** Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will **AT&T-13STATE** be required to route such traffic through more than one of its Tandem Switches for connection to/from switched access customers. **AT&T-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.
- 4.3.5.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, **AT&T-13STATE** will pass all SS7 signaling information including, without limitation, Calling Party Number (CPN) if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS)

parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to TNS and CIC/OZZ codes.

- 4.3.5.6 Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s).
- 4.3.6 Third Party Trunk Group: **AT&T SOUTHEAST REGION 9-STATE**
 - 4.3.6.1 Third Party Traffic trunks shall be two-way trunks and must be ordered by CLEC to deliver and receive Third Party Traffic. Establishing Third Party Traffic trunks at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. CLEC shall be responsible for all recurring and nonrecurring charges associated with Third Party Traffic trunks and facilities.
- 4.3.7 800/(8YY) Traffic: **AT&T-22STATE**
 - 4.3.7.1 If CLEC chooses **AT&T-22STATE** to handle 800/(8YY) database queries from **AT&T-22STATE**'s switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Groups or the Third Party Trunk Groups. This traffic will include a combination of both IXC 800/(8YY) service and CLEC 800/(8YY) service which will be identified and segregated by carrier through the database query function in the **AT&T-22STATE** Access or Local/Access Tandem Switch.
 - 4.3.7.2 Where CLEC requests that **AT&T-22STATE** perform the Service Switching Point (SSP) function (e.g. the database query) on originating Toll Free Service 800/(8YY) calls, all such calls shall be delivered using GR-394 format over the Meet Point Trunk Group or over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
 - 4.3.7.3 CLEC may handle its own 800/(8YY) database queries from its own switch. Where it does so, CLEC will determine the nature of the 800/(8YY) call (local/intraLATA or IXC-carried) based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **AT&T-22STATE** over the Local Interconnection Trunk Group and shall provide an 800/(8YY) billing Record to **AT&T-22STATE**. If the query reveals the call is an IXC-carried 800/(8YY) number, CLEC shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group or Third Party Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to **AT&T-22STATE**'s Access or Local/Access Tandem Switch. Calls will be routed to **AT&T-22STATE** over the appropriate trunk group as defined above, within the LATA in which the calls originate.
 - 4.3.7.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to **AT&T-22STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group or over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or

Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

4.3.8 E911 Trunk Group:

4.3.8.1 Attachment 05 - 911/E911 specifies E911 trunk group requirements.

4.3.9 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group: **AT&T-21STATE**

4.3.9.1 CLEC must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

4.3.9.1.1 Upon demonstration that the CLEC switch is unable to utilize MF signaling, the CLEC may utilize SS7 signaling for its HVCI/Mass Calling Trunk Group.

4.3.9.2 The HVCI trunk group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

4.3.9.3 If CLEC should acquire a HVCI/Mass Calling customer, e.g. a radio station, CLEC shall notify **AT&T-21STATE** at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **AT&T-21STATE** HVCI/Mass Calling Serving Office to the CLEC End User's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

- 4.3.9.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with **AT&T-21STATE** the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **AT&T-21STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **AT&T-21STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the **AT&T-21STATE** Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.
- 4.3.9.5 In **AT&T CONNECTICUT**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Network Maintenance and Management of the General Terms and Conditions.
- 4.3.10 Operator Services/Directory Assistance/Inward Assistance Operator Services Trunk Group(s):
- 4.3.10.1 Attachment 06 - Customer Information Services specifies the trunk group requirements for Operator Services/Directory Assistance/Inward Assistance Operator Services.
- 4.4 Trunk Forecasting Responsibilities:
- 4.4.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Attachment. **AT&T-22STATE** shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1st and July 1st of each year in order to be considered in the semi-annual publication of the **AT&T-22STATE** General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.
- 4.4.2 The semi-annual forecasts shall include:
- 4.4.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Attachment for a minimum of three (3) (current plus two (2) future) years; and
- 4.4.2.2 A description of major network projects anticipated for the next six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than eight (8) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.
- 4.4.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

4.4.3 CLEC shall be responsible for forecasting two-way trunk groups. **AT&T-22STATE** shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to **AT&T-22STATE**, unless otherwise specified in this Attachment.

4.4.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

4.5 Trunk Design Blocking Criteria

4.5.1.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group – Direct End Office (Primary High)	ECCS ¹
Local Interconnection Trunk Group – Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch) (AT&T-13STATE only)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

¹ During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

Third Party (AT&T SOUTHEAST REGION 9-STATE only)	1%
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Table 1

4.6 Trunk Servicing

- 4.6.1 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 4.6.2 Orders greater than eight (8) DS1s shall be submitted as a project as described in Section 4.7 below.
- 4.6.3 Utilization: Utilization shall be defined as Trunks required as a percentage of Trunks in Service.
 - 4.6.3.1 In A Blocking Situation (Over-utilization)
 - 4.6.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **AT&T-22STATE** will issue a TGSR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
 - 4.6.3.1.2 In a blocking situation, **AT&T-22STATE** is responsible for issuing ASRs on one-way **AT&T-22STATE** originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TGSR. **AT&T-22STATE** will issue an ASR within three (3) business days after receipt and review of the TGSR.
 - 4.6.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route.
 - 4.6.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to CLEC. If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC.
 - 4.6.3.2 Underutilization
 - 4.6.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Group and Meet Point Trunk Groups exists when

provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

- 4.6.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group or a Meet Point Trunk Group is under sixty-five percent (65%) of CCS capacity on a monthly average basis for **AT&T-13STATE** or under eighty percent (80%) for **AT&T SOUTHEAST REGION 9-STATE**, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for **AT&T-13STATE** or not less than fifteen percent (15%) for **AT&T SOUTHEAST REGION 9-STATE**. In all cases, grade of service objectives shall be maintained.
- 4.6.3.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 4.6.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 4.6.3.2.1.4 If **AT&T-22STATE** does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **AT&T-22STATE** will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AT&T-22STATE** reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups or Meet Point Trunk Groups.
- 4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by **AT&T-22STATE** for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a joint planning discussion conducted. The Parties agree to

expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

4.7 Projects:

4.7.1 Projects require the coordination and execution of multiple orders or related activities between and among **AT&T-22STATE** and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection, Third Party or Meet Point Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.

4.7.1.1 Orders that comprise a project, i.e. greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

4.7.2 Projects -Tandem Rehomes/Switch Conversion/Major Network Projects:

4.7.2.1 **AT&T-22STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. **AT&T-22STATE** may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **AT&T-22STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

5.0 Out of Exchange Traffic

5.1.1 Interconnection services are available in accordance with Section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-**AT&T-22STATE** incumbent exchange in accordance with this Section 5.0.

5.1.2 The Parties acknowledge and agree that **AT&T-22STATE** is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within **AT&T-22STATE**'s network and not in locations, such as territories of other ILECs, where **AT&T-22STATE** does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which **AT&T-22STATE** agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251z(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in **AT&T-22STATE**'s incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services.

5.1.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of **AT&T-22STATE** incumbent local Exchange Areas and desires to interconnect OE-LEC's network with **AT&T-22STATE**'s network(s).

5.1.4 For purposes of this Attachment, OE-LEC agrees to interconnect with **AT&T-22STATE** pursuant to Section 251(a) of the Act.

5.1.5 Network Connections For Out of Exchange Traffic:

5.1.5.1 OE-LEC represents that it operates as a CLEC within **AT&T-22STATE** Exchange Areas and has a POI located within **AT&T-22STATE** Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such **AT&T-22STATE**

Exchange Areas. Based upon the foregoing, the Parties agree that **AT&T-22STATE**'s originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. **AT&T-22STATE** will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from **AT&T-22STATE**'s End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and **AT&T-22STATE**, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an **AT&T-22STATE** End Office.

- 5.1.5.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each **AT&T-22STATE** serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.
 - 5.1.5.2.1 In **AT&T SOUTHEAST REGION 9-STATE**, where CLEC does not interconnect at every AT&T serving Tandem in a LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic in accordance with Section 4.3.3.3.1 above.
- 5.1.5.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.
- 5.1.5.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.
- 5.1.5.5 If **AT&T-22STATE** is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving **AT&T-22STATE** End Office.
- 5.1.5.6 Except as otherwise provided in this Section 5.0, for OE-LEC originated/**AT&T-22STATE** terminated traffic or **AT&T-22STATE** originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 5.0, the Parties will work cooperatively to correct the problem.
- 5.1.5.7 **AT&T-22STATE** shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to **AT&T-22STATE** (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an **AT&T-22STATE** Tandem. Any compensation due **AT&T-22STATE** for such misrouted traffic shall be paid by OE-LEC. **AT&T-22STATE** shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 5.1.5.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 5.1.5.9 Connection of a trunk group from OE-LEC to **AT&T-22STATE**'s Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend

that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).

5.1.5.9.1 In **AT&T SOUTHEAST REGION 9-STATE**, if OE-LEC does not choose Access Tandem interconnection at every **AT&T SOUTHEAST REGION 9-STATE** Access Tandem within a LATA, OE-LEC must utilize **AT&T SOUTHEAST REGION 9-STATE**'s MTA Interconnection. To utilize MTA, OE-LEC must establish an interconnection trunk group(s) at a minimum of one **AT&T SOUTHEAST REGION 9-STATE** Access Tandem within each LATA as required.

5.1.5.10 **AT&T-22STATE** will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-**AT&T-22STATE** Exchange Areas, in **AT&T-22STATE** Tandems and End Offices using **AT&T-22STATE**'s standard code opening timeframes.

5.1.6 Intercarrier Compensation for Out of Exchange Traffic:

5.1.6.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in Section 6.0 below.

5.1.7 InterLATA Section 251(b)(5) Traffic:

5.1.7.1 **AT&T-22STATE** will exchange **AT&T-22STATE** InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **AT&T-22STATE** will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the **AT&T-22STATE** Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an **AT&T-22STATE** exchange, **AT&T-22STATE** shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. **AT&T-22STATE** will not provision or be responsible for facilities located outside of **AT&T-22STATE** Exchange Areas.

5.1.7.2 The Parties agree that the **AT&T-22STATE** InterLATA Section 251(b)(5) traffic from each **AT&T-22STATE** End Office will not overflow to an alternate route.

5.1.7.3 OE-LEC must provide **AT&T-22STATE** a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

6.0 Intercarrier Compensation

6.1 Responsibilities of the Parties

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

- 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 6.1.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 6.1.3 For traffic which is originated by one Party to be terminated on the other Party's network in **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T SOUTHEAST REGION 9-STATE** and **AT&T CONNECTICUT**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 6.1.4 For those CLEC to **AT&T WEST REGION 2-STATE** call usage based charges where actual charge information is not determinable by **AT&T WEST REGION 2-STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the CLEC to **AT&T WEST REGION 2-STATE** traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the CLEC in accordance with Section 6.12.2 or a default factor of fifty percent (50%) will be applied.
- 6.1.5 For **AT&T SOUTHEAST REGION 9-STATE**, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Section 6.12.3 below.
- 6.1.6 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from **AT&T-21STATE** on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will **AT&T-21STATE** have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **AT&T-21STATE** against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. **AT&T-21STATE** will not be required to function as a billing intermediary, e.g., clearinghouse. **AT&T-21STATE** may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.

- 6.1.7 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.
- 6.1.8 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, and Wholesale Local Switching Traffic in **AT&T-12STATE**, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Attachment and the Pricing Schedule and/or the applicable switched access tariffs.
- 6.1.8.1 In **AT&T CONNECTICUT**, when CLEC purchases local switching from **AT&T CONNECTICUT** on a wholesale basis to provide service to its End Users, all Wholesale Local Switching Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's End Users are subject to intercarrier compensation as addressed in Section 6.2.8.3 below.
- 6.1.9 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.
- 6.1.10 The Parties acknowledge that Section 6.0 above addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.
- 6.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic:
- 6.2.1 Section 251(b)(5) Traffic shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are:
- 6.2.1.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 6.2.2 **AT&T-21STATE** made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 6.2.3 **AT&T-21STATE** and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **AT&T-21STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings

regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 6.2.3.1 Should a regulatory agency, court or legislature change or nullify the **AT&T-21STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true-ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by intervening law, to apply uniformly to all traffic among **AT&T-21STATE**, CLEC and CMRS carriers in the state where traffic is exchanged as local calls within the meaning of this Attachment.
- 6.2.4 In **AT&T-21STATE** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 6.2.1 above, are set forth in this Section 6.2 and ISP-Bound Traffic, as defined in Section 6.3.1 below will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 6.3.4.2 below in a specific state on the Effective Date of this Agreement.
- 6.2.4.1 Until and unless **AT&T CONNECTICUT** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth in this Section 6.2 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic for Connecticut. The Parties will also agree that any billing true-ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments to apply to all traffic among **AT&T CONNECTICUT**, CLEC, and CMRS carriers in Connecticut where traffic is exchanged as local calls within the meaning of this Attachment.
- 6.2.5 In instances where the originating carrier is originating Telecommunications traffic over its own facilities (i.e., not leased or purchased from **AT&T-22STATE**) the following Tandem serving rate elements are applicable on a terminating MOU basis and include compensation for the following sub-elements if such network functions are actually provided by the terminating Party for the termination of the originating Party's traffic:
- 6.2.5.1 Tandem Switching – compensation for the use of Tandem Switching consists of a call set-up rate element (per message) where applicable, and a duration (per minute) rate element.
- 6.2.5.2 Common (Tandem) Transport – compensation for the transmission facilities (1) between the Tandem Switch and the End Offices subtending that Tandem, (2) between Tandem Switches, and/or (3) between host and remote End Office Switches consists of a transport termination (per minute) rate element and a transport facility mileage (per minute, per mile) rate element.

- 6.2.5.3 End Office Switching in a Tandem Serving Arrangement – compensation for the local End Office Switching and line termination necessary to complete the transmission in a Tandem-Served Arrangement consists of a call set-up rate element (per message in **AT&T-13STATE**) and a call duration (per minute) rate element.
- 6.2.6 In instances where the originating carrier is originating Telecommunications traffic over its own facilities (i.e., not leased or purchased from **AT&T-22STATE**), the following End Office switching rate elements are applicable on a terminating MOU basis:
- 6.2.6.1 End Office switching – compensation for the local End Office switching and line termination necessary to complete the transmission in an End Office serving arrangement. It consists of a call set-up rate element (per message in **AT&T-13STATE**) where applicable, and a call duration (per minute) rate element.
- 6.2.7 CLEC shall only be paid End Office Switching rate element(s).
- 6.2.8 Intercarrier Compensation for Wholesale Local Switching Traffic for **AT&T-13STATE**:
- 6.2.8.1 Where CLEC purchases local switching from **AT&T-12STATE** pursuant to the terms of a Section 271 Agreement (herein after referred to as "switching on a wholesale basis"), CLEC will deal directly with Third Party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. **AT&T-12STATE** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 6.2.8.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **AT&T-12STATE** and CLEC when CLEC purchases local switching from **AT&T-12STATE** on a wholesale basis:
- 6.2.8.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between **AT&T-12STATE** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 6.2.8.2.2 For interswitch Wholesale Local Switching Traffic exchanged between **AT&T-12STATE** and CLEC where CLEC's End User originates a call that is terminated to an **AT&T-12STATE** End User, such traffic shall be paid for reciprocally at the End Office Switching rate applicable for 251(b)(5) Traffic set forth in the Pricing Schedule and as specified in Section 6.2.5 above or the FCC Plan rate applicable for ISP-Bound Traffic set forth in Section 6.3.4.2 below as determined by the rebuttable presumption as described in Section 6.3.5.
- 6.2.8.3 In **AT&T CONNECTICUT**, when CLEC purchases local switching from **AT&T CONNECTICUT** on a wholesale basis to provide service to its End Users, **AT&T CONNECTICUT** will be solely responsible for compensating the terminating Third Party carrier (where appropriate) for any traffic that originates from CLEC's End Users. When CLEC purchases local switching from **AT&T CONNECTICUT** on a wholesale basis, CLEC can not seek intercarrier compensation from **AT&T CONNECTICUT** for any traffic that originates from either an **AT&T CONNECTICUT** End User or a Third Party carrier's End User.

6.2.9 Multiple Tandem Access (MTA) Interconnection (**AT&T SOUTHEAST REGION 9-STATE**)

- 6.2.9.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in the Pricing Schedule and shall be billed in addition to any call transport and termination charges.
- 6.2.9.2 To the extent CLEC routes its traffic in such a way that utilizes **AT&T SOUTHEAST REGION 9-STATE**'s MTA service without properly ordering MTA, CLEC shall pay **AT&T SOUTHEAST REGION 9-STATE** the associated MTA charges.

6.3 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan:

- 6.3.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and **AT&T-22STATE** over each Party's own facilities in which the originating End User of one Party and the ISP served by the other Party are:
 - 6.3.1.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - 6.3.1.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.
- 6.3.2 In states in which **AT&T-22STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.3.5 below of this Attachment.
- 6.3.3 The rates, terms and conditions set forth in Section 6.3 above shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) for which **AT&T-22STATE** has made an offer as described in Section 6.2 above effective on the Effective Date of this Agreement. All ISP-Bound Traffic is subject to the rebuttable presumption.
- 6.3.4 Intercarrier Compensation for ISP-Bound Traffic:
 - 6.3.4.1 The rates, terms, and conditions in Section 6.3 above apply only to the termination of all ISP-Bound Traffic as defined in Section 6.3.1 above and are subject to the rebuttable presumption.
 - 6.3.4.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule.
 - 6.3.4.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office switch.

6.3.5 ISP-Bound Traffic Rebuttable Presumption

- 6.3.5.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic, ISP-Bound Traffic and, in **AT&T-12STATE**, Wholesale Local Switching Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is, for purposes of Intercarrier Compensation, presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 6.3.5 above. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 6.2 above for Section 251(b)(5) Traffic, and the rates set forth in Section 6.3.4.2 above for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.
- 6.3.6 For purposes of this Section 6.3.6, all Section 251(b)(5) Traffic, all ISP-Bound Traffic and all Wholesale Local Switching Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.12 below.
- 6.3.6.1 For combined Section 251(b)(5) Traffic (excluding traffic originated by carriers purchasing a local switching product from AT&T) and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth Section 6.3.5 above, such traffic shall be defined as "In-Balance" traffic. Each Party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 6.2 above for Section 251(b)(5) Traffic.
- 6.3.6.2 For combined Section 251(b)(5) Traffic (excluding traffic originated by carriers purchasing a local switching product from AT&T) and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 6.3.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) Traffic, the rates shall be based on the reciprocal compensation rate elements set forth in Section 6.2.5 above and the Pricing Schedule; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 6.3.4.2 above.

6.4 Other Telecommunications Traffic:

- 6.4.1 Except as set forth in Section 6.3 above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type

of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.4.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.4.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another "foreign" exchange, thereby creating a local presence in that "foreign" exchange.

6.4.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.4.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **AT&T-21STATE**.

6.4.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other Party's network.

- 6.4.2.4 Pursuant to the Connecticut Commission decision in Docket No. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.4.2 above in **AT&T CONNECTICUT**. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.4.2.5 Segregating and Tracking FX Traffic:
- 6.4.2.5.1 For **AT&T-12STATE**, the terminating carrier is responsible for separately identifying IntralATA Virtual FX, Dedicated FX, and FX-type traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.4.2.5.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in **AT&T-21STATE**.
- 6.4.2.5.3 **AT&T CONNECTICUT**, FX traffic must be identified as voice FX and ISP FX. **AT&T CONNECTICUT** will work with CLEC in reviewing its data to determine the volume of IntralATA FX traffic being exchanged for an agreed-upon period of time. Once the data review is completed, the Parties will estimate the percentage of MOUs that is attributable to FX traffic and assign percentage factors. For **AT&T CONNECTICUT** ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual MOUs data. This plan will be applied on an individual CLEC basis.
- 6.4.2.5.3.1 The FX factor will be applied to the measured local usage MOUs and result in the following billing adjustments:
- 6.4.2.5.3.1.1 Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU prior to assessing terminating compensation charges.
- 6.4.2.5.3.1.2 Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in **AT&T CONNECTICUT**.
- 6.4.2.5.4 In **AT&T-13STATE** either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use

one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

- 6.4.2.5.4.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
- 6.4.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two (2) points. Private Line Services are used to consolidate communications over one (1) line for voice, data, video and multimedia.
- 6.4.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 6.3.1 above) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 6.2 above and Section 6.3 above not apply, including but not limited to ISP calls that meet the definitions of:
- 6.4.4.1 FX Traffic
 - 6.4.4.2 Optional EAS Traffic
 - 6.4.4.3 IntraLATA Toll Traffic
 - 6.4.4.4 800, 888, 877, ("8YY") Traffic
 - 6.4.4.5 FGA Traffic
 - 6.4.4.6 MCA Traffic
- 6.4.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.2 above and Section 6.3 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.4.2 above; (b), Optional

EAS Traffic are set forth in Section 6.5 below; (c) 8YY Traffic are set forth in Section 6.8 below; (d) FGA Traffic are set forth in Section 6.4.2 above; (e) IntraLATA Toll Traffic are set forth in Section 6.11 below; and/or (f) MCA Traffic are set forth in Section 6.6 below.

6.5 Optional Calling Area Traffic – **AT&T ARKANSAS, AT&T KANSAS** and **AT&T TEXAS**:

- 6.5.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Section 6.2.1 above and Section 6.3.1 above. The transport and termination rate applies when **AT&T ARKANSAS, AT&T KANSAS** or **AT&T TEXAS** transports traffic and terminates it at its own switch.
- 6.5.2 In the context of this Attachment, Optional Calling Areas (OCAs) exist only in the States of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **AT&T ARKANSAS, AT&T KANSAS** and **AT&T TEXAS** are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Attachment.
- 6.5.3 The state specific OCA Transport and Termination rates are identified in the Pricing Schedule.

6.6 MCA Traffic - **AT&T MISSOURI**:

- 6.6.1 For compensation purposes in the State of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as MCA Traffic and Non-MCA Traffic. MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
 - 6.6.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called Party's local service provider. The Parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the Party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
 - 6.6.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a Bill and Keep intercompany compensation basis meaning that the Party originating a call defined as MCA Traffic shall not compensate the terminating Party for terminating the call.
- 6.6.2 The Parties agree to use the LERG to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) calendar days in advance of opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the Parties will comply with the Commission's final order.
- 6.6.3 If CLEC provides service via Resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **AT&T MISSOURI**.

6.7 Primary Toll Carrier Arrangements:

6.7.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In **AT&T GEORGIA**, **AT&T INDIANA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T NEVADA**, **AT&T OKLAHOMA**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** wherein Primary Toll Carrier arrangements are mandated, and **AT&T GEORGIA**, **AT&T INDIANA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T NEVADA**, **AT&T OKLAHOMA**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

6.7.1.1 **AT&T INDIANA**, **AT&T NEVADA**, and/or **AT&T OKLAHOMA**, shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where **AT&T INDIANA**, **AT&T NEVADA**, and/or **AT&T OKLAHOMA** is functioning as the PTC for Third Party ILEC's End User customers, **AT&T INDIANA**, **AT&T NEVADA**, and/or **AT&T OKLAHOMA** shall pay CLEC on behalf of the originating Third Party ILEC for the termination of such IntraLATA toll traffic at the terminating switched access rates as set forth in CLEC's intrastate access service tariff, but such compensation shall not exceed the compensation contained in the **AT&T-22STATE** intrastate access service tariff in the respective State.

6.7.1.2 **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE**. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** will compensate CLEC. Such percentage will be updated no more than twice each year. **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T SOUTH CAROLINA**, and/or **AT&T TENNESSEE** will compensate CLEC for this PTC traffic as it would for

AT&T-22STATE originated traffic as set forth in CLEC's Interconnection Agreement with **AT&T-22STATE**.

- 6.7.1.3 **AT&T GEORGIA, AT&T INDIANA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE** shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay **AT&T GEORGIA, AT&T INDIANA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NEVADA, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE** for the use of its facilities at the rates set forth in **AT&T-22STATE**'s intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.

6.8 IntraLATA 800 Traffic:

- 6.8.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 6.8.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For **AT&T SOUTHEAST REGION 9 STATE**, each Party shall pay the other the appropriate switched access charges set forth in the **AT&T SOUTHEAST REGION 9-STATE** intrastate or interstate switched access tariffs. CLEC will pay **AT&T SOUTHEAST REGION 9-STATE** the database query charge as set forth in the **AT&T SOUTHEAST REGION 9-STATE** intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format. **AT&T SOUTHEAST REGION 9-STATE** provision of 8YY Toll Free Dialing (TFD) to CLEC requires interconnection from CLEC to **AT&T SOUTHEAST REGION 9-STATE**'s 8YY Signal Channel Point (SCP). Such interconnections shall be established pursuant to **AT&T-22STATE**'s Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. CLEC shall establish SS7 interconnection at the **AT&T SOUTHEAST REGION 9-STATE** Local Signal Transfer Points serving the **AT&T SOUTHEAST REGION 9-STATE** 8YY SCPs that CLEC desires to query. The terms and conditions for 8YY TFD are set out in **AT&T SOUTHEAST REGION 9-STATE**'s intrastate access services tariff.

6.9 Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:

- 6.9.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 6.9.2 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained
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in the OBF's Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended from time to time.

- 6.9.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the Multiple Bill/Single Tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The Residual Interconnection Charge (RIC), if any, will be billed by the Party providing the End Office function.
 - 6.9.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
 - 6.9.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the MPB arrangement, when the Parties do not have all detailed Recordings for billing.
 - 6.9.5.1 The Parties agree that **AT&T SOUTHEAST REGION 9-STATE** will bill IXCs for originating and terminating access charges from **AT&T SOUTHEAST REGION 9-STATE** Recordings when **AT&T SOUTHEAST REGION 9-STATE** has direct connections with IXCs via **AT&T SOUTHEAST REGION 9-STATE**'s access tandem. **AT&T SOUTHEAST REGION 9-STATE** will pass EMI Records to CLEC when **AT&T SOUTHEAST REGION 9-STATE** is the Official Recording Company. The Parties also agree that **AT&T SOUTHEAST REGION 9-STATE** and CLEC will exchange EMI records when each are acting as the official Recording Company and CLEC is the access tandem company with direct connections with IXCs.
 - 6.9.5.2 The Parties also agree that **AT&T-13STATE** and CLEC will exchange EMI Records when each is acting as the Official Recording Company. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company for originating traffic, (2) the Tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
 - 6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
 - 6.9.7 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).
 - 6.9.7.1 For **AT&T-13STATE**, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
 - 6.9.7.2 For **AT&T SOUTHEAST REGION 9-STATE**, CLEC will pay the database query charge set forth in the **AT&T SOUTHEAST REGION 9-STATE** intrastate or interstate access services Tariff.
 - 6.9.8 **AT&T-22STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
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- 6.9.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.10 Compensation for Origination and Termination of InterLATA Traffic:
- 6.10.1 Where a CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, the CLEC must purchase feature group access service from **AT&T-22STATE**'s state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.
- 6.11 IntraLATA Toll Traffic Compensation:
- 6.11.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in **AT&T-22STATE**'s tariff in whose exchange area the End User is located.
- 6.11.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the **AT&T-22STATE**'s tariff in whose exchange area the End User is located.
- 6.12 Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic:
- 6.12.1 In **AT&T-22STATE**, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and in **AT&T-13STATE**, Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.
- 6.12.1.1 Where CLEC is using terminating Recordings to bill intercarrier compensation, **AT&T-12STATE** will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an **AT&T-12STATE** non-resale offering whereby **AT&T-12STATE** provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.
- 6.12.2 For those usage based charges where actual charge information is not determinable by **AT&T WEST REGION 2-STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

- 6.12.2.1 CLEC and **AT&T WEST REGION 2-STATE** agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) Business Days written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached within one (1) month of the date of the written request for an audit, the Parties shall use one (1) of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audit shall be requested within six (6) months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.12.3 **AT&T SOUTHEAST REGION 9-STATE** Jurisdictional Reporting Process:
- 6.12.3.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at **AT&T SOUTHEAST REGION 9-STATE**'s FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for IXCs specified in **AT&T SOUTHEAST REGION 9-STATE**'s interstate and/or intrastate access services tariff(s) will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at **AT&T SOUTHEAST REGION 9-STATE**'s intrastate access services tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in **AT&T SOUTHEAST REGION 9-STATE**'s Jurisdictional Factors Reporting Guide.
- 6.12.3.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively.

Requirements associated with PLU calculation and reporting shall be as set forth in **AT&T SOUTHEAST REGION 9-STATE**'s Jurisdictional Factors Reporting Guide.

- 6.12.3.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in **AT&T SOUTHEAST REGION 9-STATE**'s Jurisdictional Factors Reporting Guide.
- 6.12.3.4 Notwithstanding the provisions in Section 6.12.3.1 above, Section 6.12.3.2 above and Section 6.12.3.3 above where **AT&T SOUTHEAST REGION 9-STATE** has message Recording technology that identifies the jurisdiction of traffic terminated to **AT&T SOUTHEAST REGION 9-STATE**, such information shall, at **AT&T SOUTHEAST REGION 9-STATE**'s option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by CLEC. In the event that **AT&T SOUTHEAST REGION 9-STATE** opts to utilize its own data to determine jurisdictional reporting factors, **AT&T SOUTHEAST REGION 9-STATE** shall notify CLEC at least fifteen (15) calendar days prior to the beginning of the calendar quarter in which **AT&T SOUTHEAST REGION 9-STATE** will begin to utilize its own data.
- 6.12.3.5 On thirty (30) calendar days written Notice, CLEC must provide **AT&T SOUTHEAST REGION 9-STATE** the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by **AT&T SOUTHEAST REGION 9-STATE**. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU by five percentage points (5%) or more, CLEC shall reimburse **AT&T SOUTHEAST REGION 9-STATE** for the cost of the audit.
- 6.12.4 In states in which **AT&T-22STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.3.5 above of this Attachment.
- 6.12.5 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 6.12.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.
- 6.12.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 6.12.8 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.
- 6.13 Reservation of Rights and Specific Intervening Law Terms
- 6.13.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 6.3 above of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) calendar days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) calendar days of the effective date of the order, or be subject to dispute under the General Terms and Conditions of this Agreement.
- 6.14 Switched Access Traffic
- 6.14.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **AT&T-22STATE**'s local exchange tariffs on

file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- 6.14.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
 - 6.14.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an **AT&T-22STATE** End User that obtains local dial tone from **AT&T-22STATE** where **AT&T-22STATE** is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
 - 6.14.1.3 Switched Access Traffic delivered to **AT&T-22STATE** from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or
 - 6.14.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.
- 6.15 Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).
- 6.15.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 6.14.1.4 above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 6.14.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not

blocked.

6.16 Alternate Tandem Provider

- 6.16.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides Tandem Switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with **AT&T-22STATE** to:
- 6.16.1.1 **AT&T-22STATE**'s End User;
 - 6.16.1.2 to an End User of a Third Party Terminating Carrier that utilizes local switching from **AT&T-12STATE** purchased on a wholesale basis to provide service to its End Users; and/or
 - 6.16.1.3 a Third Party Terminating Carrier's End User.
- 6.16.2 Third Party Originating Carrier shall mean a CLEC, ILEC, CMRS provider and/or OE-LEC that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 6.16.3 Third Party Terminating Carrier shall mean a CLEC, ILEC, CMRS provider, OE-LEC, **AT&T-22STATE** as the ILEC or a Carrier that utilizes local switching from **AT&T-12STATE** purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 6.16.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of **AT&T-22STATE** who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all MOUs billed by **AT&T-22STATE** for the termination of such traffic.

7.0 Recording

7.1 Responsibilities of the Parties

- 7.1.1 **AT&T-22STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **AT&T-22STATE** provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **AT&T-22STATE**-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by **AT&T-22STATE**.
- 7.1.2 **AT&T-22STATE** will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by **AT&T-22STATE**.
- 7.1.3 **AT&T-22STATE** will provide AURs that are generated by **AT&T-22STATE**.
- 7.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by **AT&T-22STATE**.
- 7.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by **AT&T-22STATE** and provided to CLEC.
- 7.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.

- 7.1.7 **AT&T-22STATE** will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable Records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 7.1.8 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. **AT&T-22STATE** reserves the right to limit the frequency of transmission to existing **AT&T-22STATE** processing and work schedules, holidays, etc.
- 7.2 **AT&T-22STATE** will determine the number of data files required to provide the AUR detail to CLEC.
- 7.2.1 Recorded Billable Message detail and/or AUR detail previously provided CLEC and lost or destroyed through no fault of **AT&T-22STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **AT&T-22STATE**.
- 7.2.2 When **AT&T-22STATE** receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, **AT&T-22STATE** may forward those messages to CLEC.
- 7.2.3 **AT&T-22STATE** will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.
- 7.2.4 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to **AT&T-22STATE** under the same terms and conditions of this Section.
- 7.3 Basis of Compensation
- 7.3.1 **AT&T-22STATE** as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CLEC in accordance with this Section on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by **AT&T-22STATE** on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.
- 7.4 Limitation of Liability
- 7.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 7.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 7.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within

sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

- 7.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 7.4.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA

AND

PEERLESS NETWORK OF GEORGIA, LLC



Signature: eSigned - Scott Kell

Name: eSigned - Scott Kell
(Print or Type)

Title: Executive VP of Operations
(Print or Type)

Date: 22 Mar 2017

Peerless Network of Georgia, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 22 Mar 2017

**BellSouth Telecommunications, LLC d/b/a AT&T
GEORGIA by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
 BETWEEN
 PEERLESS NETWORK OF GEORGIA, LLC
 AND
 BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T GEORGIA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA ("AT&T GEORGIA") and Peerless Network of Georgia, LLC ("CLEC"). AT&T GEORGIA and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T GEORGIA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. PERCENT LOCAL USAGE FACTORS

- 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
- 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

6. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

