

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction	5
2.0 Definitions.....	5
3.0 Interpretation, Construction and Severability.....	14
4.0 Notice of Changes - Section 251(c)(5)	17
5.0 Responsibilities of the Parties	17
6.0 Insurance	18
7.0 Assignment or Transfer of Agreement, Change in Control and Corporate Name Change	21
8.0 Effective Date, Term and Termination	22
9.0 End User Fraud.....	24
10.0 Assurance of Payment.....	24
11.0 Billing and Payment of Charges	26
12.0 Nonpayment and Procedures for Disconnection	29
13.0 Dispute Resolution.....	31
14.0 Audits	34
15.0 Disclaimer of Representations and Warranties	35
16.0 Limitation of Liability	35
17.0 Joint and Several Liability	36
18.0 Indemnity	36
19.0 Performance Measures.....	39
20.0 Intellectual Property/License.....	39
21.0 Notices	39
22.0 Publicity and Use of Trademarks or Service Marks	41
23.0 Confidentiality	41
24.0 Intervening Law	41
25.0 Regulatory Approval	42
26.0 Governing Law	42
27.0 Venue	42
28.0 Changes in End User Local Exchange Service Provider Selection	42
29.0 Compliance and Certification.....	43
30.0 Law Enforcement	43
31.0 Relationship of the Parties/Independent Contractor.....	44
32.0 No Third Party Beneficiaries; Disclaimer of Agency	44

33.0 Subcontracting	44
34.0 Responsibility for Environmental Contamination	45
35.0 Force Majeure	45
36.0 Taxes	46
37.0 Non Waiver.....	48
38.0 Network Maintenance and Management	48
39.0 End User Inquiries.....	54
40.0 Expenses.....	54
41.0 Conflict of Interest.....	54
42.0 Survival	54
43.0 Scope of Agreement	55
44.0 Amendments and Modifications	55
45.0 Authority	55
46.0 Counterparts.....	55
47.0 Entire Agreement	55

**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, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Vision CTS, LLC ("CLEC" also referenced as "Vision CTS"), (a Ohio Limited Liability Company (LLC)), shall apply to the State of Ohio.

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/or 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, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, 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 "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.

2.2 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-21STATE to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.

2.3 "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.

2.4 "Affiliate" is as defined in the Act.

2.5 "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.

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

2.7 "**AT&T Inc.**" (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC d/b/a **AT&T ALABAMA**, **AT&T FLORIDA**, **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T NORTH CAROLINA**, **AT&T SOUTH CAROLINA** and **AT&T TENNESSEE**; Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS**; Indiana Bell Telephone Company Incorporated d/b/a **AT&T INDIANA**; Michigan Bell Telephone Company d/b/a **AT&T MICHIGAN**; Nevada Bell Telephone Company d/b/a **AT&T NEVADA** and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a **AT&T OHIO**; Pacific Bell Telephone Company d/b/a **AT&T CALIFORNIA**; Southwestern Bell Telephone Company d/b/a **AT&T ARKANSAS**, **AT&T KANSAS**, **AT&T MISSOURI**, **AT&T OKLAHOMA** and/or **AT&T TEXAS**, and/or Wisconsin Bell, Inc. d/b/a **AT&T WISCONSIN**. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

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

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

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

2.11 "**AT&T-7STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

2.12 "**AT&T-4STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.13 "**AT&T ALABAMA**" means the AT&T owned ILEC doing business in Alabama.

2.14 "**AT&T ARKANSAS**" means the AT&T owned ILEC doing business in Arkansas.

2.15 "**AT&T CALIFORNIA**" means the AT&T owned ILEC doing business in California.

2.16 "**AT&T FLORIDA**" means the AT&T owned ILEC doing business in Florida.

2.17 "**AT&T GEORGIA**" means the AT&T owned ILEC doing business in Georgia.

2.18 "**AT&T ILLINOIS**" means the AT&T owned ILEC doing business in Illinois.

- 2.19 "AT&T INDIANA" means the AT&T owned ILEC doing business in Indiana.
- 2.20 "AT&T KANSAS" means the AT&T owned ILEC doing business in Kansas.
- 2.21 "AT&T KENTUCKY" means the AT&T owned ILEC doing business in Kentucky.
- 2.22 "AT&T LOUISIANA" means the AT&T owned ILEC doing business in Louisiana.
- 2.23 "AT&T MICHIGAN" means the AT&T owned ILEC doing business in Michigan.
- 2.24 "AT&T MIDWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.25 "AT&T MISSISSIPPI" means the AT&T owned ILEC doing business in Mississippi.
- 2.26 "AT&T MISSOURI" means the AT&T owned ILEC doing business in Missouri.
- 2.27 "AT&T NEVADA" means the AT&T owned ILEC doing business in Nevada.
- 2.28 "AT&T NORTH CAROLINA" means the AT&T owned ILEC doing business in North Carolina.
- 2.29 "AT&T OHIO" means the AT&T owned ILEC doing business in Ohio.
- 2.30 "AT&T OKLAHOMA" means the AT&T owned ILEC doing business in Oklahoma.
- 2.31 "AT&T SOUTH CAROLINA" means the AT&T owned ILEC doing business in South Carolina.
- 2.32 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.33 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.34 "AT&T TENNESSEE" means the AT&T owned ILEC doing business in Tennessee.
- 2.35 "AT&T TEXAS" means the AT&T owned ILEC doing business in Texas.
- 2.36 "AT&T WEST REGION 2-STATE" means the AT&T owned ILEC(s) doing business in California and Nevada.
- 2.37 "AT&T WISCONSIN" means the AT&T owned ILEC doing business in Wisconsin.
- 2.38 "Audited Party" means the Party being audited by the Auditing Party.
- 2.39 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.
- 2.40 "Automated Message Accounting (AMA)" means the structure that is inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by iconectiv (formerly known as Telcordia) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 2.41 "Bill Due Date" means thirty (30) calendar days from the bill date.
- 2.42 "Billed Party" means the recipient Party of a bill rendered from the Billing Party.
- 2.43 "Billing Party" means the Party rendering a bill.
- 2.44 "Bona Fide Request (BFR)" means the process described in Attachment 08 – Bona Fide Request (BFR).
- 2.45 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-21STATE ILEC does not provision new retail services and products.
- 2.46 "Busy Line Verification (BLV)" means a service whereby an End User requests an operator to confirm the busy status of a line.
- 2.47 "CABS" means the Carrier Access Billing System.

- 2.48 "Calling Name Delivery Service (CNDS)" means a service that enables a terminating End User to identify the calling Party by a displayed name before a call is answered. The calling Party's name is retrieved from a calling name database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.
- 2.49 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-21STATE.
- 2.50 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an AT&T-21STATE E911 Selective Router.
- 2.51 "Centralized Message Distribution System (CMDS)" means the industry-wide data collection system, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS Direct Participants). AT&T-21STATE is a CMDS Direct Participant.
- 2.52 "Central Office Switch (CO)" means the switching entity within the public switched Telecommunications network, including but not limited to:
- 2.52.1 "End Office Switch" or "End Office" means the switching machine that directly terminates traffic to and receives traffic from purchasers of local Exchange Services. An End Office Switch does not include a PBX.
- 2.52.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.53 "Change in Control" shall mean the (a) consolidation or merger of CLEC with or into any unaffiliated entity, (b) sale, transfer or other disposition of all or substantially all of the assets of CLEC to an unaffiliated entity, or (c) acquisition by any entity, or group of entities acting in concert, of outstanding voting securities or partnership interests of CLEC which give such entity or group of entities Control over CLEC.
- 2.54 "Claim" means any pending or threatened claim, action, proceeding or suit.
- 2.55 "Commercial Mobile Radio Service(s) (CMRS)" is as defined in the Act and FCC rules.
- 2.56 "Commission" means the applicable State agency with regulatory authority over Telecommunications. The following is a list of the appropriate State agencies:
- 2.56.1 the Alabama Public Service Commission (APSC);
- 2.56.2 the Arkansas Public Service Commission (AR-PSC);
- 2.56.3 the California Public Utilities Commission (CA-PUC);
- 2.56.4 the Florida Public Service Commission (FPSC);
- 2.56.5 the Georgia Public Service Commission (GPSC);
- 2.56.6 the Illinois Commerce Commission (IL-CC);
- 2.56.7 the Indiana Utility Regulatory Commission (IN-URC);
- 2.56.8 the Kansas Corporation Commission (KS-CC);
- 2.56.9 the Kentucky Public Service Commission (KPSC);
- 2.56.10 the Louisiana Public Service Commission (LPSC);
- 2.56.11 the Michigan Public Service Commission (MI-PSC);
- 2.56.12 the Mississippi Public Service Commission (MPSC);
- 2.56.13 the Missouri Public Service Commission (MO-PSC);
- 2.56.14 the Public Utilities Commission of Nevada (NV-PUC);
- 2.56.15 the North Carolina Utilities Commission (NCUC);

- 2.56.16 the Public Utilities Commission of Ohio (PUC-OH);
 - 2.56.17 the Oklahoma Corporation Commission (OK-CC);
 - 2.56.18 the Public Service Commission of South Carolina (PSCSC);
 - 2.56.19 the Tennessee Regulatory Authority (TRA);
 - 2.56.20 the Public Utility Commission of Texas (PUC-TX); and
 - 2.56.21 the Public Service Commission of Wisconsin (PSC-WI).
- 2.57 "Common Channel Signaling (CCS)" means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.58 "Common Language Location Identifier (CLLI)" means the codes that provide a unique eleven (11) character representation of a network interconnection point. The first eight (8) characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 2.59 "Competitive Local Exchange Carrier (CLEC)" means a telephone company certificated by the Commission to provide local Exchange Service within AT&T-21STATE's franchised area.
- 2.60 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and any other damages typically considered consequential damages under Applicable Law, regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 2.61 "Control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interests) by contract or otherwise.
- 2.62 "Daily Usage File" or "DUF" or "Usage Extract" means a service which provides End User usage call records as described in Attachment 11 - Daily Usage File.
- 2.63 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.63.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 2.63.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 2.63.3 any Force Majeure Event.
- 2.64 "Dialing Parity" means as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 2.65 "Digital Signal Level" means one of several transmission rates in the time division multiplex hierarchy.
- 2.66 "Digital Signal Level 0 (DS-0)" means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are twenty-four (24) DS-0 channels in a DS-1.
- 2.67 "Digital Signal Level 1 (DS-1)" means the 1.544 Mbps first level signal in the time division multiplex hierarchy.
- 2.68 "Digital Signal Level 3 (DS-3)" means the 44.736 Mbps third level signal in the time division multiplex hierarchy.
- 2.69 INTENTIONALLY OMITTED

- 2.70 "Discontinuance Notice" means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's Notice of Unpaid Charges.
- 2.71 "Disputed Amounts" as used in Section 11.9 below, means the amount that the Disputing Party contends is incorrectly billed.
- 2.72 "Disputing Party" as used in Section 11.9 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.73 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.74 "End User(s)" means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.75 "Enhanced Service Provider (ESP)" means the provider of enhanced services, as those services are defined in 47 CFR Section 64.702.
- 2.76 "Exchange Access" means as defined in the Act.
- 2.77 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 2.78 "Exchange Message Interface (EMI)" (formerly Exchange Message Record "EMR") means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in iconectiv Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (xxxx refers to the year of publication).
- 2.79 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.80 "FCC" means the Federal Communications Commission.
- 2.81 "Feature Group A (FGA)" means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.
- 2.82 "Feature Group D (FGD)" means the access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.
- 2.83 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface), using a single point-to-point linear chain SONET system.
- 2.84 "Foreign Exchange (FX)" or "FX-like" Service means a retail service offering which allows FX End Users to obtain Exchange Service from a mandatory local calling area other than the mandatory local calling area where the FX End User 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 other End Users in the foreign exchange.
- 2.85 "FX Telephone Numbers" means those telephone numbers with rating and routing point 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 and the ability for the calling Party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).

- 2.86 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 2.87 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.88 "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 2.89 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.90 "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 2.91 "Integrated Services Digital Network (ISDN)" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two (2) 64 Kbps bearer channels and one (1) 16 Kbps data channel (2B+D).
- 2.92 "Interconnection" is as defined in the Act.
- 2.93 "Interconnection Activation Date" means the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 2.94 "Interconnection Service(s)" means any Interconnection, Resale Services, 251(c)(3) UNEs, Collocation, functions, facilities, products or services offered under this Agreement.
- 2.95 "Interexchange Carrier (IXC)" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.96 "InterLATA" is as defined in the Act.
- 2.97 "Intermediate Distribution Frame (IDF)" means a second frame that augments an existing Main Distribution Frame. Lines or outside cables that do not terminate on the IDF.
- 2.98 "Internet Service Provider (ISP)" means an Enhanced Service Provider (ESP) that provides Internet Services.
- 2.99 "ISP-Bound Traffic" means Telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and AT&T-21STATE in which the originating End User of one Party and the ISP served by the other Party are:
- 2.99.1 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 Commission or regulatory agency; or
 - 2.99.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- 2.100 "IntraLATA Toll Traffic" means the IntraLATA traffic, regardless of the transport protocol method, between two locations within one LATA where one of the locations lies outside of the mandatory local calling area as defined by the Commission.
- 2.101 "Jurisdictional Information Parameter (JIP)" is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 2.102 "Late Payment Charge" means the charge that is applied when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if

payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date, or if CLEC does not submit the Remittance Information.

- 2.103 "LEC-carried" means the transport of calls or messages on a Carrier's network.
- 2.104 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-21STATE naming the AT&T owned ILEC(s) designated by AT&T-21STATE as the beneficiary(ies) thereof and otherwise on the AT&T-21STATE Letter of Credit form.
- 2.105 "Line Information Data Base (LIDB)" means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 2.106 "Line Side" means the End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 2.107 "Local Access and Transport Area (LATA)" is as defined in the Act.
- 2.108 "Local Exchange Carrier (LEC)" is as defined in the Act.
- 2.109 "Local Exchange Routing Guide (LERG)" means the iconectiv Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 2.110 "Local Interconnection Trunks/Trunk Groups" means the trunks that are used for the termination of Local Exchange Traffic, pursuant to iconectiv Technical Reference GR 317-CORE.
- 2.111 "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).
- 2.112 "Location Routing Number (LRN)" means the ten (10) digit number that is assigned to the network switching elements (Central Office–Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.113 "Local Service Provider (LSP)" means the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.
- 2.114 "Local Service Request (LSR)" means the form used to input orders to the Local Service Center (LSC) by CLEC, including, but not limited to orders to add, establish, change or disconnect services.
- 2.115 "Main Distribution Frame (MDF)" means the termination frame for outside facility and inter-exchange office equipment at the CO.
- 2.116 "Multiple Exchange Carrier Access Billing" or "MECAB" means the document prepared by the Billing Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS as ATIS/OBF-MECAB-Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two (2) or more LECs, or by one LEC in two (2) or more states within a single LATA.
- 2.117 "Multiple Exchange Carriers Ordering and Design" or "MECOD" means the Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee of ATIS. The MECOD document, published by ATIS as ATIS/OBF-MECAB-Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two (2) or more telecommunications providers.
- 2.118 "Meet-Point Billing (MPB)" means the billing associated with interconnection of facilities between two (2) or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a

multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

- 2.119 "Multiple Bill/Single Tariff" means the billing method used when Switched Exchange Access Services is jointly provided by the Parties. 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.
- 2.120 "Network Data Mover (NDM)" or "Connect Direct" means the industry standard protocol for transferring information electrically.
- 2.121 "Non-Paying Party" is the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.122 "North American Numbering Plan (NANP)" means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.
- 2.123 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 21.1-21.3 of this General Terms and Conditions.
- 2.124 "Numbering Plan Area (NPA)", also called area code, means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. For example, NPAs in the N00 format, (e.g., 800, 900) are non-geographic.
- 2.125 "Number Portability" is as defined in the Act.
- 2.126 "NXX" or "Central Office Code" is the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.127 "Operating Company Number (OCN)" means the numeric Company Code assigned by NECA identifying CLEC as a Resale or UNE provider.
- 2.128 "Operations Support Systems (OSS)" means the suite of functions which permits CLEC to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment 07 – Operations Support Systems (OSS) herein.
- 2.129 "Ordering and Billing Forum (OBF)" means the forum comprised of local telephone companies and inter-exchange carriers (IXCs), whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.130 "Out of Exchange LEC (OE-LEC)" means a LEC operating within AT&T-21STATE's incumbent local Exchange Area that provides Telecommunications Services utilizing NPA-NXXs identified to reside in a Third Party ILEC's local Exchange Area.
- 2.131 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non- AT&T-21STATE ILEC Exchange Area.
- 2.132 "Party" means either CLEC or the AT&T owned ILEC; use of the term "Party" includes each of the AT&T owned ILEC(s) that is a Party to this Agreement. "Parties" means both CLEC and the AT&T owned ILEC.
- 2.133 "Past Due" means when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).

- 2.134 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 2.135 "Rate Center Area" means the following in each applicable area:
- 2.135.1 **AT&T MIDWEST REGION 5-STATE:** "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 2.135.2 **AT&T NEVADA:** "Rate Center" means the designated points, representing Exchanges (or locations outside Exchange Areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
- 2.135.3 **AT&T CALIFORNIA:** "Rate Center" means the designated points, representing Exchanges or district area (or locations outside Exchange Areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.
- 2.135.4 **AT&T SOUTHWEST REGION 5-STATE:** "Rate Center" means a uniquely defined geographical location within an Exchange Area (or a location outside the Exchange Area) for which mileage measurements are determined for the application of interstate tariffs.
- 2.135.5 **AT&T SOUTHEAST REGION 9-STATE:** "Rate Center" means a specific geographic location identified by vertical and horizontal coordinates and is associated with a telephone company's central office switch. These coordinates are used to calculate mileage for interLATA and intraLATA toll billing and intercompany settlement purposes.
- 2.136 "Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.
- 2.137 "Remittance Information" means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 2.138 "Resale" or "Resale Services" is as specified in Section 251 (c)(4) of the Act.
- 2.139 "Routing Point" means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 2.140 "Service Start Date" means the date on which services were first supplied under this Agreement.
- 2.141 "Service Switching Point (SSP)" means the telephone Central Office Switch equipped with a Signaling System 7 (SS7) interface.
- 2.142 "Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.
- 2.143 "Signaling System 7 (SS7)" means a signaling protocol used by the CCS Network.
- 2.144 "Surety Bond" means a bond from a Bond company with a credit rating by AMBEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.
- 2.145 "Switched Access Detail Usage Data" means a category 1101xx record as defined in the EMI iconectiv Practice BR 010-200-010.
- 2.146 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

- 2.147 "Synchronous Optical Network (SONET)" means the optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC 1/STS 1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 2.148 "Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.
- 2.149 "Telecommunications" is as defined in the Act.
- 2.150 "Telecommunications Carrier" is as defined in the Act.
- 2.151 "Telecommunications Service" is as defined in the Act.
- 2.152 "Telephone Exchange Service" is as defined in the Act.
- 2.153 "Telephone Toll Service" is as defined in the Act.
- 2.154 "Third Party" is any Person other than a Party.
- 2.155 "Toll Billing Exception Service (TBE)" means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 2.156 "Trunk" means a communication line between two switching systems.
- 2.157 "Trunk-Side" means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 2.158 "Unbundled Network Element (UNE)" is a network element that AT&T-21STATE is required to provide pursuant to Section 251 (c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.159 "Universal Digital Loop Carrier (UDLC)" means the DLC system that has a CO terminal channel bank that is connected to the CO switches on the analog side.
- 2.160 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.
- 2.161 "Wire Center" means the location of one (1) or more local switching systems. It is also a point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

3.0 Interpretation, Construction and Severability

3.1 Definitions:

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

3.2 Headings Not Controlling:

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

3.3 Referenced Documents:

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

3.4 References:

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

3.5 Tariff References:

- 3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-21STATE services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-21STATE provides such services as a result of detariffing or deregulation.
- 3.5.2 Wherever the term "customer" is used in connection with AT&T-21STATE's retail tariffs, the term "customer" means the ultimate consumer or the End User of any tariffed service.
- 3.5.3 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T-21STATE incumbent ILEC states, CLEC agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T-21STATE under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.

3.6 Conflict in Provisions:

- 3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addendum differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addendum. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that

Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.7 Joint Work Product:

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

3.8 Incorporation by Reference:

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

3.9 Non-Voluntary Provisions:

- 3.9.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-21STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 24.0 below.
- 3.9.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any State other than Ohio.

3.10 State-Specific Rates, Terms and Conditions:

- 3.10.1 For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms").
- 3.10.2 State-specific terms, as the phrase is described in Section 3.10.1 above, have been negotiated (or in the case of Section 3.9.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which they are to apply.

3.11 Scope of Obligations:

- 3.11.1 Notwithstanding anything to the contrary contained herein, AT&T-21STATE's obligations under this Agreement shall apply only to:
 - 3.11.1.1 the specific operating area(s) or portion thereof in which AT&T-21STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and
 - 3.11.1.2 assets that AT&T-21STATE owns or leases and which are used in connection with AT&T-21STATE's provision to CLEC of any Interconnection Services provided or contemplated under

this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

- 3.11.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide CLEC with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T-21STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-21STATE is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to CLEC in AT&T-21STATE's incumbent local Exchange Areas. AT&T-21STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-21STATE's incumbent local Exchange Areas. In addition, AT&T-21STATE is not obligated to provision 251(c)(3) UNEs or to provide access to (251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-21STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T-21STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.
- 3.11.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T-21STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 3.11.2 above, and require only the provision of Section 251(c)(3) UNEs.

3.12 Affiliates:

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

4.0 Notice of Changes - Section 251(c)(5)

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

5.0 Responsibilities of the Parties

- 5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-21STATE's network as referenced in iconectiv BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 5.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 5.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

6.0 Insurance

6.1 At all times during the term of this Agreement, and without limiting any of its other obligations or liabilities, CLEC shall keep and maintain, in force at its own expense, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

- 6.1.1 With respect to CLEC's performance under this Agreement, and in addition to CLEC's obligation to indemnify, CLEC shall at its sole cost and expense:
 - 6.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional insurance and/or bonds required by law:
 - 6.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later; and
 - 6.1.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later and if a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement; and
 - 6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage or extended discovery period maintained on a "claims-made" policy, for two (2) years thereafter; and
 - 6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, CLEC may procure insurance from the state fund of the state where work is to be performed; and
 - 6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits. CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. CLEC shall deliver such certificates:
 - 6.1.1.4.1 prior to execution of this Agreement and prior to commencement of any Work; and
 - 6.1.1.4.2 prior to expiration of any insurance policy required in this Section 6.0; and
 - 6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.
- 6.1.2 The Parties agree:

5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in 21STATE to identify a deficiency will not be construed as a waiver of CLEC's obligation to maintain the insurance required under this Agreement;

- 6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CLEC, nor be deemed as a limitation on CLEC's liability to AT&T-21STATE in this Agreement;
- 6.1.2.3 CLEC may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
- 6.1.2.4 CLEC is responsible for any deductible or self-insured retention; unless agreed to in writing by AT&T-21STATE, the deductible or self insured retention can be no greater than \$100,000 per occurrence; and
- 6.1.2.5 that limits required are minimums only and do not impose a limitation or restriction on available insurance coverage to Additional Insured(s); and
- 6.1.2.6 to the extent that CLEC is performing Work at a Work site where AT&T-21STATE is obligated to require its subcontractors to maintain certain coverages and limits, CLEC agrees to be bound to those terms. However, the terms and conditions will be no broader than the requirements shown herein.

6.2 The insurance coverage required by this Section 6.0 includes:

- 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
 - 6.2.1.1 \$1,000,000 for Bodily Injury – each accident; and
 - 6.2.1.2 \$1,000,000 for Bodily Injury by disease – policy limits; and
 - 6.2.1.3 \$1,000,000 for Bodily Injury by disease – each employee.
 - 6.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and
 - 6.2.1.5 In states where Workers' Compensation insurance is a monopolistic state-run system, CLEC shall add Stop Gap Employers Liability with limits not less than \$1,000,000 each accident or disease; and,
 - 6.2.1.6 To the extent that any Work is subject to the Jones Act, the Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act, Continental Shelf, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
- 6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

Non-Collocating

- 6.2.2.1 \$2,000,000 General Aggregate; and
- 6.2.2.2 \$1,000,000 Each Occurrence; and
- 6.2.2.3 \$1,000,000 Personal Injury and Advertising Injury; and
- 6.2.2.4 \$2,000,000 Products/Completed Operations Aggregate; and
- 6.2.2.5 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

Collocating

- 6.2.2.6 \$10,000,000 General Aggregate; and
 - 6.2.2.7 \$5,000,000 Each Occurrence; and
 - 6.2.2.8 \$5,000,000 Personal Injury and Advertising Injury; and
 - 6.2.2.9 \$10,000,000 Products/Completed Operations Aggregate; and
 - 6.2.2.10 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).
 - 6.2.2.11 The Commercial General Liability insurance policy must include AT&T-21STATE, its Affiliates, and their directors, officers, and employees as Additional Insureds on ISO endorsement(s):
 - 6.2.2.11.1 CG 20 10 (premises or operations) **AND** CG 20 37 (products or completed operations); or
 - 6.2.2.11.2 CG 20 26; or
 - 6.2.2.11.3 substitute form(s) providing equivalent coverage to 6.2.4.1.1 or 6.2.4.1.2 listed above.
 - 6.2.2.12 CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-21STATE. The Additional Insured endorsement may either be specific to AT&T-21STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) calendar days of execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and
 - 6.2.2.13 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-21STATE; and
 - 6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy; and
 - 6.2.2.15 include a waiver of subrogation in favor of AT&T-21STATE, its affiliates, and their directors officers, and employees.
- 6.2.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
 - 6.2.4 Automobile Liability insurance with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles for a Collocated CLEC.
 - 6.2.5 Umbrella/Excess insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying **Commercial General Liability**, **Business Auto Liability**, and **Employers' Liability** policies. **Umbrella/Excess Liability** limits will be primary and non-contributory with respect to any insurance or self insurance that is maintained by AT&T-21STATE. If Additional Insured status is required on underlying policies, Additional Insured status will be added to **Umbrella/Excess Liability** on the same terms.
- 6.3 If CLEC chooses self-insurance requirements as shown in Section 6.0, the following applies:
- 6.3.1 Workers' Compensation:
 - 6.3.1.1 CLEC shall provide a copy of the Certificate of Authority to Self Insure Workers' Compensation obligations issued by the state in which the operations are to be performed or the employer's state of hire; and
 - 6.3.1.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and

- 6.3.1.3 obtain Workers' Compensation and Employers' Liability insurance immediately if the state rescinds the Certificate of Authority.
 - 6.3.1.4 The option to self insure Workers' Compensation is specific to CLEC and does not extend to subcontractors CLEC may hire.
 - 6.3.2 Commercial General Liability:
 - 6.3.2.1 CLEC shall provide a copy of the most recent audited financial statements with an unqualified opinion from the auditor; or
 - 6.3.2.2 provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2"; or
 - 6.3.2.3 maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement.
 - 6.3.2.4 In addition, CLEC shall maintain a net worth of at least ten (10) times the amount of insurance required; and
 - 6.3.2.5 obtain Commercial General Liability insurance immediately if the party is unable to comply with the financial strength and size requirements in the section; and
 - 6.3.2.6 provide this information annually for the term of the Agreement.
 - 6.3.2.7 If CLEC is a publicly-traded company or a wholly-owned subsidiary of a publicly-traded company, the financial ratings of the publicly-traded company may be used to satisfy the requirements of this section.
 - 6.3.3 Automobile Liability:
 - 6.3.3.1 CLEC shall provide a copy of the Certificate of Authority to Self Insure Automobile Liability obligations issued by the state in which the operations are to be performed; and
 - 6.3.3.2 provide a copy of the Certificate of Authority annually for the term of this Agreement; and
 - 6.3.3.3 obtain Automobile Liability insurance immediately if the state rescinds the Certificate of Authority to self insure Automobile Liability obligations.
 - 6.3.3.4 The option to self-insure Automobile Liability is specific to CLEC and does not extend to subcontractors CLEC may hire.
 - 6.4 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 7.0 Assignment or Transfer of Agreement, Change in Control and Corporate Name Change**
- 7.1 Assignment or Transfer of Agreement:
- 7.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written consent of AT&T-21STATE. For any proposed assignment or transfer CLEC shall provide AT&T-21STATE with a minimum of one hundred twenty (120) calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. Any attempted assignment or transfer that is not permitted is void as to AT&T-21STATE and need not be recognized by AT&T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose. CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may

not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio*.

7.2 CLEC Name Change:

- 7.2.1 Any change in CLEC's corporate name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and no CLEC Company Code(s) are changing, constitutes a CLEC Name Change. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s). CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by CLEC, or by AT&T-21STATE on behalf of CLEC, for updating billing accounts and End User records, as set forth in the Pricing Schedule attachment of this Agreement.
- 7.2.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change.

7.3 Company Code(s) Change:

- 7.3.1 Unless within sixty (60) days of acquisition, CLEC provides AT&T-21STATE with appropriate paperwork reflecting that Third Party-administered codes have been updated to reflect CLEC's name on each Company Code associated with acquired assets including but not limited to any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service, CLEC must submit an order for each acquired asset to reflect the change of ownership in all appropriate AT&T-21STATE systems. All orders must be submitted no later than nine (9) months after the closing date of the acquisition.
- 7.3.2 In the event of a Company Code Change, CLEC shall comply with Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users.
- 7.3.3 For any CLEC Company Code Change, CLEC must negotiate a separate transfer or assignment agreement.
- 7.3.4 CLEC acknowledges that failing to comply with this Section 7 shall entitle AT&T-21STATE to issue a Notice under and in accordance with Section 8.3 of this Agreement.
- 7.4 Wherever required by this Section 7, AT&T-21STATE's consent shall be conditioned upon receipt of payment for all outstanding charges associated with any transferred or acquired assets.
- 7.5 CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-21STATE as a result of any assignment, acquisition or transfer of assets if requested under the terms of this Agreement.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

- 8.1.1 In AT&T-21STATE, with the exception of **AT&T OHIO** and **AT&T WISCONSIN**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AT&T OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing. In **AT&T WISCONSIN**, the Effective Date of this Agreement shall be ten (10) calendar days after the mailing date of the final order approving this Agreement.

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, 2017 (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-21STATE 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-21STATE 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-21STATE 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 41.1 below of this GT&C.
- 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-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE 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-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE 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-21STATE 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-21STATE'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 without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE'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-21STATE, AT&T-21STATE may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T-21STATE'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 subject to Section 8.4.6.

43.0 Scope of Agreement

- 43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other Interconnection Services. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 43.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

44.0 Amendments and Modifications

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

45.0 Authority

- 45.1 Each of the AT&T owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its State of incorporation or formation. Each of the AT&T owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T owned ILEC. Each of the AT&T owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 45.2 CLEC represents and warrants that it is a Limited Liability Company (LLC) duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 45.3 Each Person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46.0 Counterparts

- 46.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

47.0 Entire Agreement

- 47.1 The terms contained in this Agreement and any Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.
- 47.2 The Parties acknowledge that CLEC is not required to purchase all types of Interconnection Services potentially available from AT&T and therefore may elect not to include all potential Attachments in the Agreement. To the extent that a provision of the General Terms and Conditions refers a type of Interconnection Service for which there is no Attachment, reference to such Interconnection Service shall have no effect.

ATTACHMENT 02 - ISP BOUND - FCC ICC - NETWORK INTERCONNECTION

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction.....	3
2.0 Definitions.....	3
3.0 Network Interconnection Methods	5
4.0 Interconnection Trunking	10
5.0 Out of Exchange Traffic	18
6.0 Intercarrier Compensation.....	20
7.0 Recording.....	36
8.0 Transit Traffic.....	37

1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Network Interconnection, Trunking and Intercarrier Compensation for AT&T-21STATE and CLEC.

- 1.1.1 This Attachment describes the Network Interconnection Methods (NIM) provided by AT&T-21STATE 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-21STATE. 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, Non-toll VoIP-PSTN 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-21STATE and CLEC are provided for within this Agreement.
 - 1.1.3.1 In AT&T-12STATE, 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, Non-toll VoIP-PSTN 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-12STATE 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, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic)).
- 1.1.4 AT&T-21STATE 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 Non-toll VoIP-PSTN Traffic, and ISP-Bound Traffic as designed and used in some regions.
- 2.3 "Access Usage Record (AUR)" is a message Record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to IXCs.
- 2.4 "Assembly and Editing" means the aggregation of recorded customer message details to create individual message Records and the verification that all necessary information required ensuring all individual message Records meet industry specifications is present.
- 2.5 "Billing Company" is the company that bills End Users for the charges incurred in transported calls.
- 2.6 "Billable Message" is a message Record containing details of a completed transported call which is used to bill an End User.