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APPENDIX GT&Cs
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BellSouth Telecommunications, Inc. d/b/a AT&T
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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

between

BellSouth Telecommunications, Inc. d/b/a AT&T
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and

CUSTOMER

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TABLE OF CONTENTS

1. DEFINITIONS.....	8
2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY.....	26
3. NOTICE OF CHANGES -- SECTION 251(C)(5).....	31
4. GENERAL RESPONSIBILITIES OF THE PARTIES.....	34
5. EFFECTIVE DATE, TERM, AND TERMINATION	35
6. FRAUD.....	38
7. DEPOSITS.....	39
8. BILLING AND PAYMENT OF CHARGES.....	42
9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION.....	48
10. DISPUTE RESOLUTION	53
11. INTENTIONALLY LEFT BLANK.....	58
12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.....	60
13. LIMITATION OF LIABILITY	60
14. INDEMNITY.....	62
15. REMEDIES	68
16. INTELLECTUAL PROPERTY	68
17. NOTICES.....	68
18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS.....	70
19. NO LICENSE.....	71
20. CONFIDENTIALITY	71
21. INTERVENING LAW.....	76
22. GOVERNING LAW	77
23. REGULATORY APPROVAL	77

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Florida/CUSTOMER
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Telecommunications, Inc. d/b/a AT&T
Florida

24. **CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION**77

25. **COMPLIANCE AND CERTIFICATION**78

26. **LAW ENFORCEMENT**.....79

27. **RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR**80

28. **NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**.....81

29. **ASSIGNMENT**81

30. **DELEGATION TO AFFILIATE**82

31. **SUBCONTRACTING**.....82

32. **HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**82

33. **FORCE MAJEURE**83

34. **TAXES**84

35. **NON-WAIVER**86

36. **NETWORK MAINTENANCE AND MANAGEMENT**.....86

37. **SIGNALING**.....87

38. **TRANSMISSION OF TRAFFIC TO THIRD PARTIES**.....88

39. **CUSTOMER INQUIRIES**88

40. **EXPENSES**.....88

41. **CONFLICT OF INTEREST**89

42. **SURVIVAL**.....89

43. **SCOPE OF AGREEMENT**89

44. **AMENDMENTS AND MODIFICATIONS**89

45. **INTENTIONALLY LEFT BLANK**.....90

46. **INTENTIONALLY LEFT BLANK**.....90

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Telecommunications, Inc. d/b/a AT&T
Florida

47. AUTHORITY.....90

48. COUNTERPARTS.....91

49. ENTIRE AGREEMENT.....91

EXHIBIT 1

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), is dated as of _____, 2007 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida¹ (AT&T) AT&T, AT&T, and, CUSTOMER Inc. (CUSTOMER), (a Limited Liability Corporation), shall apply to the state of Florida.

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WHEREAS, CUSTOMER 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 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, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the 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, CUSTOMER intends to operate where BellSouth Telecommunications, Inc. d/b/a AT&T Florida is the incumbent Local Exchange Carrier(s) and CUSTOMER, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 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 AT&T Service areas by the appropriate State Commission(s);

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In entering into this Agreement, AT&T does not waive, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review:

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¹ BellSouth Telecommunications, Inc. (previously referred to as "BellSouth"), is a wholly-owned subsidiary of AT&T Inc. and now operates under the name "BellSouth Telecommunications, Inc. d/b/a AT&T Florida" pursuant to an assumed name filing with the State of Florida.

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Verizon v. FCC, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), AT&T shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CUSTOMER's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in this Agreement and except to the extent that AT&T has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Florida in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T's right to exercise its option at any time to adopt on a date specified by AT&T the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. It is AT&T's position that this Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the Agreement and also is subject to any appeals involving the Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In such event, it is AT&T's position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such

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action into this Agreement. Where revised language is not immediately available, it is AT&T's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CUSTOMER has adopted the CUSTOMER Agreement for the State of Wisconsin, and the Parties have agreed to other provisions in the Agreement on a "negotiated" basis.

WHEREAS the Parties understand AT&T's operational support systems (OSS) and technical capabilities vary from one state to another across AT&T's twenty-two states. This Agreement attempts to conform a Wisconsin interconnection agreement to comply with AT&T's OSS and technical capabilities in the State of Florida. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the State of Florida, AT&T shall provide such services, to the extent applicable, in accordance with the terms and conditions set forth in its then current generic interconnection agreement.

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WHEREAS, the amendments attached to this Agreement have been sequentially numbered (Amendments 1-5); and

WHEREAS, to the extent any rate, term or condition contained in any amendment attached hereto as of the Effective Date conflicts with any language in the underlying contract or any other amendment, the rate, term or condition set forth in the higher numbered amendment shall prevail.

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The Parties agree that all of the rates, recitals, terms and conditions ("Provisions") set forth in the Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the Agreement (including all attachments thereto), and that all of such provisions are integrally related.

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

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1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 GENERAL DEFINITIONS

- 1.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996) codified throughout 47 U.S.C.
- 1.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.4 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC-13STATE Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
- 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
- 1.1.5.2 x.25-based and x.75-based packet technologies, or
- 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **"Affiliate"** is As Defined in the Act.
- 1.1.7 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line.

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There are three types of ABS calls: calling card, collect and third number billed calls.

- 1.1.8 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.
- 1.1.9 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC**-owned ILEC doing business in Indiana.
- 1.1.10 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned doing business in Michigan.
- 1.1.11 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC**-owned ILEC doing business in Ohio.
- 1.1.12 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC**-owned ILEC doing business in Wisconsin.
- 1.1.13 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.14 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.15 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.16 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.17 **“Billed Number Screening (BNS)”** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.1.18 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.19 **“Business Day”** means Monday through Friday, excluding holidays on which AT&T does not provision new retail services and products.

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- 1.1.20 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.21 **“CABS”** means the Carrier Access Billing System.
- 1.1.22 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.23 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.24 **“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.
- 1.1.25 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.26 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.27 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.1.28 **“Centralized Message Distribution System” (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS.
- 1.1.29 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.29.1 **“End Office Switch” or “End Office”** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

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1.1.29.2 **“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.

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1.1.30 **“Claim”** means any pending or threatened claim, action, proceeding or suit.”

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1.1.30.1 **“CNAM Query”** means a LIDB Service Application that allows CUSTOMER to query a Calling Name Database for Calling Name Information in order to deliver that information to CUSTOMER’s local CNDS subscribers.

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1.1.30 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.32 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

1.1.33 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.34 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

- 1.1.34.1 **the Arkansas Public Service Commission (AR-PSC);**
- 1.1.34.2 **the Public Utilities Commission of the State of California (CA-PUC);**
- 1.1.34.3 **the Connecticut Department of Public Utility Control (CT-DPUC);**
- 1.1.34.4 **the Illinois Commerce Commission (IL-CC);**
- 1.1.34.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
- 1.1.34.6 **the Kansas Corporation Commission (KS-CC);**
- 1.1.34.7 **the Michigan Public Service Commission (MI-PSC);**
- 1.1.34.8 **the Missouri Public Service Commission (MO-PSC);**
- 1.1.34.9 **the Public Utilities Commission of Nevada (NV-PUC);**
- 1.1.34.10 **the Public Utilities Commission of Ohio (PUC-OH);**
- 1.1.34.11 **the Oklahoma Corporation Commission (OK-CC);**
- 1.1.34.12 **the Public Utility Commission of Texas (PUC-TX);**
- 1.1.34.13 **the Public Service Commission of Wisconsin (PSC-WI);**
- 1.1.34.14 **the Florida Public Service Commission (PSC-FL)**

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- 1.1.35 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.36 **“Common Language Location Identifier” (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first eight characters identify the city, state and building location, while the last three characters identify the network component.
- 1.1.37 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.38 **“Customer Usage Data”** means the Telecommunications Services usage data of a CUSTOMER End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T and forwarded to CUSTOMER.
- 1.1.39 **“Custom Local Area Signaling Service Features” (CLASS Features)** means certain Common Channel Signaling based features available to End-Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.40 **“End Users”** 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 Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.41 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.42 **“Delaying Event”** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

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- 1.1.42.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
- 1.1.42.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
- 1.1.42.3 any Force Majeure Event.
- 1.1.43 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.44 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.44.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.1.44.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.1.44.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.45 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.46 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.47 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.48 **"Exchange Access"** is As Defined in the Act.
- 1.1.49 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.50 **"Exchange Message Interface" (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

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- 1.1.51 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.52 **“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. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.53 **“Feature Group D” (FG-D)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.54 **“FCC”** means the Federal Communications Commission.
- 1.1.55 **“Foreign Exchange” (FX)** means a service whereby calls either originated, by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-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 local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers “LECs”, is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 1.1.56 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.57 **“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.
- 1.1.58 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.

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- 1.1.59 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.60 **"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 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.61 **"Interconnection"** is As Defined in the Act.
- 1.1.62 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.63 **"InterLATA"** is As Defined in the Act.
- 1.1.64 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.65 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.66 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.67 **"ISP-Bound Traffic"**, for purposes of reciprocal compensation, is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 1.1.68 **"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. LIDB accepts queries from other network elements and provides return result,

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Deleted: **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

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return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

1.1.69 "LIDB Service Applications" means the query types accepted for access to LIDB information.

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1.1.70 "Line Record" means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

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1.1.71 "Local Access Transport Area" (LATA) is As Defined in the Act.

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1.1.72 "Local Exchange Carrier" (LEC) is As Defined in the Act.

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1.1.73 "Local Exchange Routing Guide" (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

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1.1.74 "Local Calls", for purposes of intercarrier compensation, is traffic that is defined as "Local" in the Appendix Reciprocal Compensation.

1.1.74 "Local Number Portability" means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

1.1.75 "Location Routing Number" (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.1.76 "Local Service Provider" (LSP) is 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.

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1.1.76a "Local Traffic" for purposes of reciprocal compensation, is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling

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party's exchange as defined and specified in Section A3 of AT&T's GSST. Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 1.1.77 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 1.1.78 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "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 or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.79 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design 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 CLC 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 or more telecommunications providers.
- 1.1.80 **Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.81 **"Meet-Point Trunks/Trunk Groups" (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telecordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 1.1.82 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

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- 1.1.83 **“Mutual Compensation”** is the compensation agreed upon by the Parties for those “Local Calls” that originate on one network and terminate on the other network.
- 1.1.84 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.85 **“Network Element”** is As Defined in the Act.
- 1.1.87 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.88 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.89 **“Number Portability”** is As Defined in the Act.
- 1.1.90 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.91 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.92 **“Originating Point Code” (OPC)** means a code assigned to identify CUSTOMER’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.93 **“Party”** means either CUSTOMER 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 CUSTOMER and the AT&T-owned ILEC; use of the term “Parties” includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.

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1.1.94 **"Permanent Number Portability"** (PNP) is a long-term method of providing LNP using LRN.

1.1.95 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority."

1.1.96 **"Point of Interconnection"** (POI) is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.1.97 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

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1.1.98 **"Rate Center Area"** means the following in each applicable area:

1.1.98.1 SBC-AMERITECH

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

1.1.98.2 NEVADA

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1.1.98.2.1 "Rate Center" denotes 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 PUC-NV tariff A6.2.7.

1.1.98.3 **PACIFIC**

1.1.98.3.1 "Rate Center" denotes 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

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defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.98.4 SNET

1.1.98.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.98.5 SBC-SWBT

1.1.98.5.1 "Rate Center" means an 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."

1.1.99 "**Rating Point**" means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.100 "**Reference of Calls**" refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.101 AT&T Inc. means the holding company which 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/or 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.

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1.1.102 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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- 1.1.103 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.104 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.105 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.106 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.107 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.108 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.109 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.110 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.
- 1.1.111 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.112 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.113 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

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1.1.114 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.115 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-o/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

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1.1.116 **"State Abbreviation"** means the following:

- 1.1.116.1 "AR" means Arkansas
- 1.1.116.2 "CA" means California
- 1.1.116.3 "CT" means Connecticut
- 1.1.116.4 "IL" means Illinois
- 1.1.116.5 "IN" means Indiana
- 1.1.116.6 "KS" means Kansas
- 1.1.116.7 "MI" means Michigan
- 1.1.116.8 "MO" means Missouri
- 1.1.116.9 "NV" means Nevada
- 1.1.116.10 "OH" means Ohio
- 1.1.116.11 "OK" means Oklahoma
- 1.1.116.12 "TX" means Texas
- 1.1.116.13 "WI" means Wisconsin
- 1.1.116.14 "FL" means Florida

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SWBT-AR - As used herein, SWBT-AR means the applicable SBC owned ILEC doing business in Arkansas.

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1.1.118 SWBT-KS - As used herein, SWBT-KS means the applicable SBC owned ILEC doing business in Kansas.

1.1.119 SWBT-MO - As used herein, SWBT-MO means the applicable SBC owned ILEC doing business in Missouri.

1.1.120 SWBT-OK - As used herein, SWBT-OK means the applicable SBC owned ILEC doing business in Oklahoma.

1.1.121 SWBT-TX - As used herein, SWBT-TX means the applicable SBC owned ILEC doing business in Texas.

1.1.121 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.

1.1.122 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple

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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.

- 1.1.123 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 1.1.124 **“Telecommunications”** is As Defined in the Act.
- 1.1.125 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.126 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.127 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.128 **“Telephone Toll Service”** is As Defined in the Act.
- 1.1.129 **“Third Party”** means any Person other than a Party.
- 1.1.130 **“Toll Bill Exception” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.131 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 1.1.131a **“Transit Traffic”** is traffic originating on CUSTOMER’s network that is switched and/or transported by AT&T and delivered to a third party’s network, or traffic originating on a third party’s network that is switched and/or transported by AT&T and delivered to CUSTOMER’s network.
- 1.1.131 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.
- 1.1.132 **“Trunk”** means a communication line between two switching systems.
- 1.1.133 **“Wire Center”** is the location of one or more local switching systems. 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.

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1.1.134 **“Zone”** means one of the three geographically deaveraged UNE pricing zones to which AT&T’s UNE loops and subloops are assigned. The pricing zone assignment for each AT&T serving wire center is specified in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

1.2 DEFINITIONS APPLICABLE TO SBC-12STATE ONLY

1.2.1 **“Data Base Administration Center”** (DBAC) means an SBC-12STATE location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

1.2.2 **“Designated Central Office Document” (Document DCO)** is a document that is referenced in SBC-12STATE Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CUSTOMER Central Offices, CUSTOMER Routing Points, Activation Dates, the POI(s) and the applicable SBC-12STATE Central Offices.

1.2.3 **“Digital Cross Connect Panel” (DSX Panel)** means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

1.2.4 **“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) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.

1.2.5 **“Interconnection Activation Date”** is 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.

1.2.6 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

1.2.7 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.

1.2.8 **“Routing Point”** is a 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

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located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO SBC-8STATE ONLY

1.3.1 “**Accessible Letters**” are correspondence used to communicate pertinent information regarding SBC-8STATE to the client/End User community.

1.3.2 “**Trunk-Side**” refers to a 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.

1.3.3 “**Port**” is the point of interface/access connection to the SNET public switched network. This may be a switch line side interface or switch trunk side interface.

1.4 DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

1.4.1 “**Line Side**” refers to 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.

1.4.2 “**Mid-Point Meet**” is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

1.4.3 “**Serving Wire Center**” (SWC) means a 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.

1.4.4 “**Control Office**” means the appropriate exchange carrier center or office designated as its company’s single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.4.5 “**Data Interexchange Carrier**” (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC-7STATE and CLECs interconnecting with its network. This reciprocal exchange of data enables SBC-7STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

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- 1.4.6 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telecordia Technical Reference GR-317-CORE “GR-317.
 - 1.4.7 **“Mid-Span Meet”** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC’s portion of the transmission facility.
- 1.5 DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY

- 1.5.1 **“Centralized AMA” (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.
- 1.5.2 **“Inter-wire Center Transport”** means the transmission facilities between serving wire centers.

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1.6 DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY

- 1.6.1 **“Automatic Route Selection”** or **“ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.6.2 **“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.
- 1.6.3 **“Enhanced LECLink”** is a customer access service to the national distribution of billing records via Telecordia’s Centralized Message Distribution System (CMDS).
- 1.6.4 **“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.
- 1.6.5 **“Line Side”** refers to the switch port toward CUSTOMER’s side of the equipment.
- 1.6.6 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame

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or other designated frame or panel in the SBC-AMERITECH Serving Wire Center.

- 1.6.7 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 DEFINITIONS APPLICABLE TO SNET ONLY

- 1.7.1 **“800 Series”** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the “800” Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider’s network translates the 800 series number into a conventional 7 or 10-digit telephone number for network switching and routing.

- 1.7.2 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

- 1.7.3 **“ConnNET”** is a CT packet switching network used for data communication to and from hosts and databases.

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- 1.7.4 **“Database Administrative Service LIDB Operating Guidelines”** (Operating Guidelines) means the document developed by SNET that provides detailed instructions as to the working parameters of SNET’s provision of the LIDB Administrative System to CUSTOMER, as may be updated by SNET from time to time. SNET shall provide such Operating Guidelines to CUSTOMER upon execution of this Agreement.

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- 1.7.5 **“Initial Billing Company”** (IBC) refers to the LEC that provides Feature Group B or D services at an End Office.

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- 1.7.6 **“LIDB/AS”** means the LIDB administrative system for SNET.

- 1.7.7 **“Loop”** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the SNET designated serving wire centers.

- 1.7.8 **“Subsequent Billing Company”** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D

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switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)

1.7.9 **“Switched Access Service”** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.7.10 **“Universal Digital Loop Carrier” (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.8 DEFINITIONS APPLICABLE TO SBC-SWBT only

1.8.1 **“Jurisdictional Identification Parameter” (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to SBC-SWBT only)

1.8.2 **“Line Validation Administration System” (LVAS)** means the LIDB administrative system for SBC-SWBT.

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1.8.3 **“Originating Line Information” (OLI)** is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to SBC-SWBT only.)

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 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

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customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices 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 appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to **Section 21**, whenever any provision of this Agreement refers to a technical reference, technical publication, CUSTOMER Practice, AT&T Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

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2.4 References

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

2.5 Tariff References

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- 2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.
- 2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.
- 2.5.3 Wherever the term "customer" is used in connection with AT&T's retail tariffs, the term "customer" means the ultimate "customer" or the "End User" of any tariffed service.

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2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda 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 Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In SNET only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with SNET, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

- 2.7.1 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.

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the

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maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by AT&T, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements

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of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. 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, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

2.10.2 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 PUCO'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.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions that apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

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2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the state 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 are to apply.

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2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or

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charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, AT&T's obligations under this Agreement shall apply only to:

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2.12.1.1 the specific operating area(s) or portion thereof in which AT&T is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and

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2.12.1.2 Assets that AT&T owns or leases and which are used in connection with AT&T's provision to CUSTOMER of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, **the "ILEC Assets"**).

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3. NOTICE OF CHANGES -- SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "**Network Disclosure Rules**").

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 (Reserved).

4.2 AT&T and CUSTOMER shall each use their best efforts to meet the Interconnection Activation Dates.

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4.3 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

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standard format compatible with AT&T's network as referenced in Telecordia 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.

- 4.4 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.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
 - 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
 - 4.6.2 **NEVADA** does not have a line information database and/or Calling Name databases. Line information database services can be purchased from **PACIFIC**.

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4.7 INSURANCE REQUIREMENTS

- 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 4.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

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- 4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
- 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 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.

EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER 102301

- 4.8 Upon CUSTOMER signature of this Agreement, CUSTOMER shall provide AT&T with CUSTOMER's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
4.9 In the event that CUSTOMER makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CUSTOMER identifier (collectively, a "CUSTOMER Change"), CUSTOMER shall submit written notice as prescribed in the AT&T Merger and Acquisition (M&A) process to AT&T within thirty (30) calendar days of the first action taken to implement such CUSTOMER Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate AT&T for the costs to be incurred by AT&T to make the CUSTOMER Change to the applicable AT&T databases, systems, records and/or recording announcement(s) for CUSTOMER branded/repair calls. In addition, CUSTOMER shall compensate AT&T for any service order charges and/or service request charges associated with such CUSTOMER Change. AT&T's agreement to implement a CUSTOMER Change is conditioned upon CUSTOMER's agreement to pay all reasonable charges billed to CUSTOMER for such CUSTOMER Change.
4.10 When a End User changes its service provider from AT&T to CUSTOMER or from CUSTOMER to AT&T 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.
4.10.1 The following pertains to AM-IL, AM-WI and PACIFIC only:
4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party. 4.10.2 The following applies to AM-IN only:
4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

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4.10.3 The following applies to AM-MI only:

4.10.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10.4 The following applies to AM-OH only:

4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

4.12 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.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 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. The Parties may agree to implement the provisions of this Agreement upon execution.

5.2 This Agreement shall commence upon the Effective Date of this Agreement even though its Term expired on November 26, 2006 (the "**Term**"). This Agreement shall remain in full force and effect on and after such expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

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- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within thirty (30) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within thirty (30) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement including any Disputed Amounts in accordance with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CUSTOMER shall have ten (10) calendar days to provide AT&T written confirmation if CUSTOMER wishes to pursue a successor agreement with AT&T or terminate its agreement. If CUSTOMER wishes to pursue a successor agreement with AT&T, CUSTOMER shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CUSTOMER's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- *5.7 The rates, terms and conditions of this Agreement shall continue in full force and

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* This Section 5.7 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in

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effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T received CUSTOMER's Section 252(a)(1) request; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. Termination of this Agreement pursuant to (ii) shall be suspended if CUSTOMER has initiated a request for interconnection, pursuant to §§ 252(a) and (b) of the Act, for negotiation, mediation or arbitration of a successor agreement.

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5.7.1 Either Party has the right to petition the Commission if there are Regulatory changes affecting pricing of UNEs after the expiration of the Interconnection Agreement between the Parties. The "effective date" of the petitioned rates will be the date of the Commission order. The Commission approved petitioned rates shall not be retroactive to the expiration date of the prior agreement unless the Commission expressly orders retroactive application. Both Parties agree to request an expedited decision.

5.7.2 If SBC-AMERITECH has approved tariffs on file for interconnection or wholesale services, CUSTOMER may purchase services from SBC-13STATE from this interconnection agreement, the approved tariffs, or both in its sole discretion.

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5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CUSTOMER withdraws its Section 252(a)(1) request, CUSTOMER must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CUSTOMER does not wish to pursue a successor agreement with AT&T, for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CUSTOMER provides notice of withdrawal of its Section 252(a)(1) request. On the earlier of (i) the ninety-first (91st) calendar day following AT&T's receipt of CUSTOMER's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the **Commission** of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

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Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between McLeodUSA Telecommunications Services, Inc. and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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5.9 If CUSTOMER does not affirmatively state that it wishes to pursue a successor agreement with AT&T in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AT&T-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CUSTOMER provided or received notice of expiration or termination. On the ninety-first (91st) day following CUSTOMER provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, AT&T and CUSTOMER shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CUSTOMER shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

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6. FRAUD

6.1 AT&T shall not be liable to CUSTOMER for any fraud associated with CUSTOMER's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

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6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, 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.

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers 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.

6.4 AT&T will provide notification messages by telephone to CUSTOMER on suspected occurrences of ABS-related fraud on CUSTOMER accounts stored in the applicable LIDB.

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6.4.1 SBC-SWBT (on behalf of itself and SNET) and PACIFIC will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CUSTOMER using the same criteria SBC-SWBT and PACIFIC use to monitor fraud on their respective accounts.

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

6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

6.4.4 For each alert notification provided to CUSTOMER, CUSTOMER may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CUSTOMER may request up to three reports per alert.

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6.5 In SBC-SWBT and PACIFIC ABS-related alerts are provided to CUSTOMER at no additional charge, except as related in 6.6 below.

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6.5.1 In PACIFIC, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CUSTOMER agrees to pay a recurring usage rate as outlined in Appendix Pricing.

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6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

6.6.1 For terms and conditions for TARS, see Appendix Resale.

6.6.2 TARS is offered in PACIFIC only.

7. DEPOSITS

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7.1 Prior to the inauguration of service or, thereafter, upon AT&T's request, CUSTOMER shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding CUSTOMER's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding CUSTOMER's credit and financial condition, AT&T reserves the right to require CUSTOMER to provide AT&T with a suitable form of security deposit for CUSTOMER's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or CUSTOMER's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CUSTOMER's "accounts receivables and proceeds".

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7.2 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by CUSTOMER and accepted by AT&T. Any such security deposit shall in no way release CUSTOMER from its obligation to make complete and timely payments of its bill(s). If AT&T requires CUSTOMER to provide a security deposit, CUSTOMER shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to CUSTOMER via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.

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7.3 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CUSTOMER has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CUSTOMER or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CUSTOMER and AT&T shall agree on a level of estimated billings based on all relevant information.

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7.4 In the event CUSTOMER fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CUSTOMER may be Suspended, Discontinued or Terminated in accordance with the terms of Section 9 below. Upon Termination of services, AT&T shall apply any security deposit to CUSTOMER's final bill for its account(s). If no bill is rendered to

EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER 102301

CUSTOMER, AT&T shall, nevertheless, apply any security deposit to CUSTOMER's outstanding balance.

7.4.1 At least seven (7) days prior to the expiration of any letter of credit provided by CUSTOMER as security under this Agreement, CUSTOMER shall renew such letter of credit or provide AT&T with evidence that CUSTOMER has obtained a suitable replacement for the letter of credit. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for CUSTOMER accounts(s). If CUSTOMER provides a security deposit or additional security deposit in the form of a surety bond as required herein, CUSTOMER shall renew the surety bond or provide AT&T with evidence that CUSTOMER has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). If the credit rating of any bonding company that has provided CUSTOMER with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to CUSTOMER that CUSTOMER must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by CUSTOMER as security hereunder if CUSTOMER defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on CUSTOMER's accounts and utilize any remaining cash proceeds as security for CUSTOMER's account(s).

8 BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party. Payment of all charges to AT&T will be the responsibility of CUSTOMER. CUSTOMER shall pay invoices by utilizing wire transfer services. CUSTOMER shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between CUSTOMER and CUSTOMER's customer. If payment is not received by the payment due date, a late payment charge shall apply.

8.1.1 Remittance in full of all bills rendered by SBC-AMERITECH, SBC-SWBT and PACIFIC is due within thirty (30) calendar days of each bill date (the "Bill Due Date") and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

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8.1.2 Remittance in full of all bills rendered by NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "Bill Due Date".

8.1.3 Remittance in full of all bills rendered by SNET is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "Bill Due Date".

8.1.4 For AT&T only, payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to CUSTOMER's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

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8.1.5 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. In SBC-13STATE if CUSTOMER fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from CUSTOMER after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC-13STATE as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge shall be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

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8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC-SWBT Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

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8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC-SWBT's CRIS is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied to SBC-SWBT CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-SWBT intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-SWBT's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any SBC-AMERITECH billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 1/2%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.2 Late Payment. For AT&T only, if any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T Florida's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T Florida intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, CUSTOMER may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T Florida's GSST or pursuant to the applicable state law. For SBC-12STATE if any charge incurred by SBC-12STATE under this Agreement is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-12STATE's intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

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8.3 For SBC-12STATE only, CUSTOMER shall make all payments to SBC-12STATE via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC-12STATE. Remittance information will be communicated together with the funds transfer via the ACH network. CUSTOMER shall use the CCD+ or the CTX transaction set. CUSTOMER and SBC-12STATE shall abide by the National

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Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by CUSTOMER or Third Parties, including CUSTOMER's financial institution. CUSTOMER is responsible for its own banking fees.

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8.3.1 CUSTOMER shall make all payments to **SNET** in "immediately available funds." All payments to **SNET** shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the CT-DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If CUSTOMER makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CUSTOMER makes payment through funds transfer via the ACH network, CUSTOMER shall use the CCD+ or the CTX transaction set. CUSTOMER and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by CUSTOMER or Third Parties, including CUSTOMER's financial institution. CUSTOMER is responsible for its own banking fees.

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8.4 For **SBC-13STATE** only, if any portion of an amount due to a Party (the "Billing Party") for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all amounts due to the Billing Party, provided the Non-paying Party may dispute the Disputed Amount under the Dispute Resolution process of this Agreement, or (ii) all undisputed amounts to the Billing Party and all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

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- 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

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- 8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:
- 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
 - 8.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 Disbursements from the escrow account shall be limited to those:
 - 8.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
 - 8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.
- 8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.
- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

EXHIBIT 1

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*8.7 In AM-IL, AM-WI and AM-MI, the Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.0, above, if: (i) does not have a proven history of late payments and has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute.

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8.8 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that the following action is taken:

8.8.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

8.8.2 for SBC-13STATE only, within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Non-Paying Party shall be paid to the Non-Paying Party, together with accrued interest thereon, as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable; 8.8.3 for SBC-13STATE only, within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon, as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

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8.8.4 [Reserved].

* Section 8.7 is available only in the states of Illinois, Wisconsin and Michigan. The Parties agree that this language is a non-voluntary offering by AM-IL, AM-WI and AM-MI and consistent with the following orders: Order of the Illinois Commerce Commission in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company d/b/a Ameritech Illinois Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0338; Order of the Public Service Commission of Wisconsin in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Terms, Conditions and Prices from Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin, Docket 05-MA-123; Order of the Michigan Public Service Commission in the matter of the Petition for Arbitration to establish an Interconnection Agreement between TDS Metrocom, Inc., and Ameritech Michigan, Case No. U-12952. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

EXHIBIT 1

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8.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party shall be grounds for termination of this Agreement. The Party terminating the agreement pursuant to this section must provide the termination notice required by Section 5.3.

8.10 [Reserved].

8.11 Each additional copy of any bill provided for billing or requests multiple billing media from AT&T will incur charges as specified in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.

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8.13 EXCHANGE OF BILLING MESSAGE INFORMATION

8.13.1 AT&T will provide CUSTOMER a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data") when CUSTOMER requests and subscribes to Daily Usage Files as outlined in Chapter Four of the AT&T Billing Guide located on the AT&T Interconnection Services website. Such Customer Usage Data shall be provided by AT&T in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service, to the extent that similar usage sensitive information is provided to retail End Users of AT&T within Florida, (ii) with sufficient detail to enable CUSTOMER to bill its End Users for usage sensitive services furnished by AT&T in connection with Resale Services provided by AT&T. Procedures and processes for implementing the interfaces with AT&T will be included in implementation requirements documentation.

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8.13.1.1 This section is intended to entitle CUSTOMER to continue to receive ACDRS records in accordance with current operating procedures between SBC-AMERITECH and CUSTOMER under the prior Resale Agreements.

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8.13.2 To establish file transmission for the DUF, CUSTOMER must provide a separate written request for each state to SBC-AMERITECH, PACIFIC, NEVADA, SNET and SBC-SWBT no less than sixty (60) calendar days prior to the desired first transmission date for each file.

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8.13.2.1 For AT&T only, CUSTOMER shall send a written request to their Local Contract Manager to subscribe to Daily Usage Files.

8.13.3 Call detail for LEC-carried calls that are alternately billed to CUSTOMER End Users will be forwarded to CUSTOMER as rated call detail on the DUF.

8.13.4 AT&T shall bill CUSTOMER for DUF furnished by AT&T in accordance with the price(s) provided in the Resale Rate Exhibit of this Agreement.

8.13.5 Interexchange call detail on Resale Services that is forwarded to AT&T for billing, which would otherwise be processed by AT&T for its retail End Users, will be returned to the IXC and will not be passed through to CUSTOMER. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be provided via AT&T's ODUF and EODUF Services.

8.13.6 SBC-AMERITECH, NEVADA and PACIFIC Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.13.7 CUSTOMER shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3 and 9.4 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement.

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9.1.2 Failure to pay charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and

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services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

9.1.3 With respect to Resale Services and Network Elements, SBC-13STATE will notify CUSTOMER of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that CUSTOMER must remit payment within fourteen (14) calendar days following receipt of SBC-13STATE's notice.

9.2 Discontinuing Service to CUSTOMER in Florida. The procedures for discontinuing service to CUSTOMER in Florida are as follows:

9.2.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

9.2.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.

9.2.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.

9.2.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

9.2.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by CUSTOMER of the rules and regulations of AT&T's tariffs.

9.2.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to CUSTOMER that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 8.1.1 above, or in the case of a security deposit request, in the manner set forth in Section 7.2 above: (1) within seven (7) days following

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such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

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9.2.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.

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9.2.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.

9.2.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may discontinue the provision of existing services to CUSTOMER if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 8.1.1 above or in the case of a deposit in accordance with Section 7.2 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 9.3.4.1, below.

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9.2.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) CUSTOMER has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to CUSTOMER within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or

EXHIBIT 1

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iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to CUSTOMER, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

9.2.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

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9.2.4.3 CUSTOMER is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after CUSTOMER's services have been Discontinued, CUSTOMER pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for CUSTOMER.

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9.2.5 Termination. If within seven (7) days after CUSTOMER's service has been Discontinued and CUSTOMER has failed to pay all past due charges as described above, then CUSTOMER's service will be Terminated.

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9.3 AT&T shall not terminate a service or feature provided to a CUSTOMER End User upon the belief that AT&T is not obligated to provide said service or feature under this Agreement until initiation and conclusion of the dispute resolution procedures in Section 10 of the General Terms and Conditions.

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9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10

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9.5 SBC-AMERITECH only

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9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, or (ii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business

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Days of receipt, the Billing Party may exercise any, or all, of the following options:

- 9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;
 - 9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
 - 9.5.1.3 refuse to accept new, or complete pending, orders; and/or
 - 9.5.1.4 discontinue service.
- 9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:
- 9.5.2.1 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 9.5.2.2 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.
- 9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 SBC-7STATE only

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, SBC-7STATE shall notify CUSTOMER, and the Commission in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following CUSTOMER's receipt of such notice, the Resale Services and/or Network Elements furnished to CUSTOMER under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that SBC-7STATE shall cause any of CUSTOMER's End Users provisioned through Resale Services to be defaulted to SBC-7STATE local service.

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9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, SBC-7STATE will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from CUSTOMER for any Resale Service or Network Element that could be furnished under this Agreement.

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9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, CUSTOMER shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to CUSTOMER's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise CUSTOMER's End Users provisioned through Resale Services that SBC-7STATE will transfer provisioning of the End User's account to SBC-7STATE at the end of the five (5) calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.

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9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to CUSTOMER under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, SBC-7STATE shall disconnect such Resale Services and/or Network Elements.

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9.6.3.1 On the same date that these Resale Services are disconnected, SBC-7STATE shall cause such End Users provisioned through Resale Services to be transferred directly to SBC-7STATE's local service. To the extent available at retail from SBC-7STATE, the Resale End Users transferred to SBC-7STATE's local service shall receive the same services provided through CUSTOMER immediately prior to the time of transfer; provided, however, SBC-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

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9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from CUSTOMER to SBC-7STATE as specified in this Section 9.6 shall be billed to CLEC.

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9.6.3.3 SBC-7STATE shall inform the Commission of the names of all Resale End Users transferred through this process.

9.6.4 Within five (5) calendar days of the transfer, SBC-7STATE shall notify all transferred Resale End Users that because of CUSTOMER's failure to pay SBC-7STATE, their local service is now being provided by SBC-7STATE. SBC-7STATE shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

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9.6.5 Within twenty (20) calendar days of transfer, SWBT-KS shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of CUSTOMER's failure to pay SWBT-KS, their local service is now being provided by SWBT-KS. SWBT-KS shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.

9.6.6 If any End User transferred to SBC-7STATE's local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SBC-7STATE's local service, SBC-7STATE shall terminate the transferred End User's service.

9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.6.6.2 SBC-7STATE shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.5.

9.6.7 SBC-7STATE may discontinue service to CUSTOMER, as provided in Section 9.6.3 and shall have no liability to CUSTOMER, or CUSTOMER's End Users in the event of such disconnection or any transfer of Resale End Users to SBC-7STATE service in connection with such disconnection.

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9.6.8 Nothing in this Agreement shall be interpreted to obligate SBC-7STATE to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC-7STATE has with regard to such transferred End Users under Applicable Law; provided, however,

9.6.8.1 in PACIFIC only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, PACIFIC will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."

9.6.9 Once the letter required by Section 9.6.1 has been sent to CUSTOMER, SBC-7STATE shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from CUSTOMER until

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9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 CUSTOMER has furnished SBC-7STATE a cash deposit calculated pursuant to the terms and conditions of Section 7.

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9.7 SNET only

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9.7.1 For nonpayment and procedures for disconnection for SNET, see the applicable DPUC ordered tariff.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

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

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twenty-four (24) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.1.3 Notwithstanding any other provision of the Agreement, and subject to state and federal regulations, the Parties shall not permit the pendency of a dispute to disrupt service to any CUSTOMER End User contemplated by this Agreement.

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10.2 Alternative to Litigation

10.2.1 The Parties desire to expeditiously, economically and equitably resolve disputes arising under this Agreement without litigation. Accordingly, the Parties agree that the following Dispute Resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach are preferred. However, notwithstanding any other language in this Agreement, a Party may in its sole discretion invoke the informal or formal complaint procedures of the appropriate state or federal regulatory agency for any dispute arising out of this agreement or its breach which involves, in whole or in part, the application or interpretation of state or federal telecommunication laws and regulations upon conclusion of the informal Dispute Resolution procedures set forth in Section 10.5. In the event a Party invokes the jurisdiction of the appropriate state or regulatory agency, both Parties agree that the agency has jurisdiction to resolve all disputes arising under this Agreement to the extent permitted by Applicable Law.

10.3 Commencing Dispute Resolution

10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement

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or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

10.3.1.1 AT&T Wholesale Customer Care Center ;

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10.3.1.2 Informal Dispute Resolution; and

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10.3.1.3 Formal Dispute Resolution, each of which is described below.

10.4 AT&T Wholesale Customer Care Center C Dispute Resolution -the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

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10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate AT&T Wholesale Customer Care center for resolution. In order to resolve a billing dispute, CUSTOMER shall furnish AT&T written notice electronically using the form specified by AT&T of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that CUSTOMER disputes the billed amount. Either Party is not prohibited from supplementing the basis for its billing dispute at any time during the process.

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10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on the other Party's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided CUSTOMER furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-disputing Party will notify the disputing Party of the status of the dispute and the expected resolution date.

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CUSTOMER furnishes all requisite information and evidence under Section 10.4.1), AT&T will notify CUSTOMER of the status of the dispute and the expected resolution date. 10.4.4 Any notice of Disputed Amounts given by AT&T to CUSTOMER pursuant to Section 10.3 shall furnish CUSTOMER written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question,

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(iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that AT&T disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days after receipt of the written notice (provided AT&T furnishes all requisite information with the written notice) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CUSTOMER will notify AT&T of the status of the dispute and the expected resolution date.

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10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative that will have authority to finally resolve the dispute to meet and negotiate in good faith to resolve any dispute arising under this Agreement. Designation of representatives must be provided in writing to the other Party within five (5) calendar days of receipt of notice of a dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. During the informal dispute resolution process, reasonable requests for information related to the dispute should be provided to the requesting Party within seven (7) calendar days of issuance of the request subject to any appropriate objections. Within five-(5) business days of the initiation of the informal Dispute Resolution, the Party initiating the informal dispute shall present a written statement summarizing its position as to the dispute. Within five-(5) business days of receipt, the other Party shall respond with a written statement summarizing its position as to the dispute. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit or agency action without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations and which may have been provided in response to a reasonable request for information during the course of Dispute Resolution are not so exempted,

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and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit unless both Parties agree otherwise.

10.5.2 The informal Dispute Resolution process shall conclude not more than fifteen (15) business days after service of a Party's written notice of controversy or claim provided pursuant to Section 10.3.1 unless the Parties mutually agree to extend this deadline for concluding the informal Dispute Resolution process. Upon conclusion of the informal Dispute Resolution process, either Party may in its sole discretion invoke either the formal Dispute Resolution set forth in Section 10.6 or the informal or formal complaint procedures of the appropriate state or federal regulatory agency.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in Section 10.5, including arbitration or other procedures as appropriate. Formal Dispute Resolution shall conclude not more than twenty (20) business days after either Party invokes the formal Dispute Resolution process unless the Parties mutually agree to extend the deadline for concluding formal Dispute Resolution.

10.6.2 Claims Subject to Mandatory Arbitration The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twenty-four (24) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum twenty-four (24) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

10.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration

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and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

10.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

10.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

10.7 Arbitration

10.7.1 Disputes subject to mandatory arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Arbitration will be held in the city where the Commission is located or at a location that is agreeable to both Parties. The arbitration hearing will be requested to commence within forty-five (45) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and shall be in writing. Judgement upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

10.7.2 AT&T, CUSTOMER and the arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery and other related events, as confidential, except as necessary.

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11. AUDITS -

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11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the "**Auditing Party**") may audit the other Party's (the "**Audited Party**") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("**service start date**") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that

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affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.2, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

11.2 Audits - SNET only

11.2.1 Except as provided in Appendix Compensation, SNET shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by SNET, CUSTOMER, and all other CLECs doing business with SNET under the

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terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of SNET's billing and invoicing.

11.2.2 SNET will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate SNET employees, books, records and other documents reasonably necessary to perform the audit.

11.2.3 SNET shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CUSTOMER, in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to SNET by CUSTOMER, the underpayment shall be reflected in CUSTOMER's invoice for the first full billing cycle after the audit report is issued. SNET will not be entitled to recover interest on any underbilling to CUSTOMER revealed by the audit for the time preceding the amount appearing on CUSTOMER's bill from SNET, however, SNET shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CUSTOMER shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to SNET.

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12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

13. LIMITATION OF LIABILITY

13.1 Except as otherwise provided in Section 14 Indemnity or in specific appendices, each Party shall be responsible only for services(s) and facility (ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies)

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- provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.
- 13.4 Neither CUSTOMER nor AT&T shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

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13.4 AT&T shall not be liable for damages to a End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by AT&T's gross negligence or willful misconduct. AT&T does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.5 Except for payments required pursuant to Section 15 Performance Measurements, including but not limited to any penalties, damages, service associated credits with the SBC and Ameritech merger or other penalties assessed by any state, and except for indemnity obligations under Section 14 Indemnity, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance under this Agreement, other than for white pages listings as described in Section 13.7, whether in contract, tort or otherwise, shall not exceed in total the amount AT&T, or CUSTOMER has or would have properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed, unless the damage is caused by AT&T's gross negligence or willful misconduct. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific End User of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed, and (ii) the amount such negligent or breaching Party would have been liable to its End User if the comparable retail service was provided directly to its End User.

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13.6 CUSTOMER hereby releases AT&T from any and all liability for damages due to errors or omissions in CUSTOMER's End User listing information as provided by CUSTOMER to AT&T under this Agreement, including any errors or omissions occurring in CUSTOMER's End User listing information as it appears in the White Pages directory, including, but not limited to, Consequential Damages, except to the extent caused by AT&T's own negligence or willful misconduct.

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14. INDEMNITY

14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services,

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- Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying Party**") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Indemnified Party**") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 14.4 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:
- 14.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the

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course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 CUSTOMER acknowledges that its right under this Agreement to Interconnect with AT&T's network and to unbundle and/or combine AT&T's Network Elements (including combining with CUSTOMER's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

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14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for Declaratory Ruling*. Absent any stay, reconsideration or appeal, such Order will become effective thirty (30) days following the future publication of such Order in the Federal Register. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

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14.5.1.1 When the Order referenced in Section 14.5.1 (or any reconsideration or appeal therefrom) is effective, AT&T_v agrees to use its best efforts to obtain for CUSTOMER, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CUSTOMER to use such unbundled network element in the same manner as AT&T_v.

14.5.1.2 AT&T_v shall have no obligation to attempt to obtain for CUSTOMER any Intellectual Property right(s) that would permit CUSTOMER to use any unbundled network element in a different manner than used by AT&T_v.

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14.5.1.3 When the Order referenced in Section 14.5.1 (or any reconsideration or appeal therefrom) is effective, to the extent not prohibited by a contract with the vendor of the network element sought by CUSTOMER that contains Intellectual Property licenses, AT&T_v shall reveal to CUSTOMER the name of the vendor, the Intellectual Property rights licensed to AT&T_v under the vendor contract and the terms of the contract (excluding cost terms). AT&T_v shall, at CUSTOMER's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CUSTOMER.

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14.5.1.4 All costs associated with the extension of Intellectual Property rights to CUSTOMER pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including AT&T_v.

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14.5.2 AT&T_v hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CUSTOMER's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CUSTOMER's Network Elements) in AT&T_v's network or CUSTOMER's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T_v agrees in Section 14.5.1.1 to use its best efforts to obtain.

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14.5.3 AT&T_v does not and shall not indemnify, defend or hold CUSTOMER harmless, nor be responsible for indemnifying or defending, or holding

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CUSTOMER harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CUSTOMER's Interconnection with AT&T's network and unbundling and/or combining AT&T's Network Elements (including combining with CUSTOMER's Network Elements) or CUSTOMER's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T agrees in Section 14.5.1.1 to use its best efforts to obtain.

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14.6 A Party shall reimburse the other party for damages to the Party's facilities utilized to provide telecommunication services caused by the negligence or willful act of a Party, its agents or subcontractors or a party's End User or resulting from the malfunction of either party's facilities, functions, products, services or equipment provided by any person or entity other than the Parties. Upon reimbursement for damages, the Party will cooperate with the other Party in prosecuting a claim against the person causing such damage. The Party shall be subrogated to the right of recovery by the other Party for the damages to the extent of such payment.

14.7 Indemnification Procedures

14.7.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

14.7.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

14.7.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.7.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims,

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subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 14.7.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.7.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.7.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.7.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.7.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.
- 14.7.10 To the extent that state or federal law or regulations require AT&T to reimburse CUSTOMER for credits, cellular telephone costs or other compensation for End Users resulting from failure to meet certain service

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quality standards, nothing in this Agreement shall be deemed to require CUSTOMER to follow procedures to obtain such reimbursement other than those procedures set forth in the applicable state or federal law or regulations. Disputes shall be resolved pursuant to dispute resolution processes specified by such state or federal law or regulations, if any. In the absence of such specifically identified dispute resolution processes, disputes shall be resolved pursuant to the dispute resolution processes in this agreement. This paragraph does not create any additional liability for either Party and is only intended to clarify the processes for obtaining the reimbursement described herein where authorized by law or regulation.

15. REMEDIES

15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

16. INTELLECTUAL PROPERTY

16.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.

17.1.5 Notices will be deemed given as of the earliest of:

17.1.5.1 the date of actual receipt,

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17.1.5.2 the next Business Day when sent via express overnight delivery service,

17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

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17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CUSTOMER CONTACT	AT&T CONTACT
NAME/TITLE		AT&T Local Contract Manager
STREET ADDRESS		600 North 19 th Street, 10 th Floor
CITY, STATE, ZIP CODE		Birmingham, AL 35203
Email Address		
Phone Number		
FACSIMILE NUMBER		205.321.4637
		and
NAME/TITLE		Business Markets Attorney
STREET ADDRESS		Suite 4300 675 W Peachtree Street
CITY, STATE, ZIP CODE		Atlanta, GA 30375
PHONE NUMBER		
FACSIMILE NUMBER		404.614.4054

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

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17.2 AT&T communicates official information to CUSTOMER via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.2.1 In the AT&T, Accessible Letter notification will be via electronic mail (“**e-mail**”) distribution. Accessible Letter notification via e-mail will be deemed given the date set forth on the e-mail receipt.

17.2.2 In AT&T, CUSTOMER may designate an unlimited number of recipients for Accessible Letter notification via e-mail.

17.2.3 In AT&T, CUSTOMER shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available under the appropriate state heading under the CUSTOMER Handbook portion of CUSTOMER Online) to the individual specified on that form to designate in writing each individual’s email address to whom CUSTOMER requests Accessible Letter notification be sent. CUSTOMER shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CUSTOMER recipient of Accessible Letters. Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by AT&T.

17.3 **SBC-SWBT only:**

17.3.1 **SBC-SWBT** shall provide a toll free facsimile number to CUSTOMER for the submission of requests for Resale Services and Network Elements under this Agreement; CUSTOMER shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement

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17.5 Notices provided via Accessible Letters does not authorize AT&T to implement changes that require Commission approval.

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18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

18.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party’s prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another’s name and/or marks or contain language from which

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a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

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

19. NO LICENSE

- 19.1 Except as otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

- 20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if:

- 20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;
- 20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or
- 20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and

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20.1.4 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 20, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and
- (d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any

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breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

- 20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.
- 20.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
- 20.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
- 20.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 20.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 20.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

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- 20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.
- 20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority
- 20.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.
- 20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.
- 20.5 Notwithstanding any of the foregoing, AT&T shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for

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EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T
Florida/CUSTOMER
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information as to AT&T's activities under the Act and AT&T need not provide prior written notice of such disclosure to CUSTOMER if AT&T has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

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20.6 Return of Proprietary Information

20.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

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- 20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.
- 20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorneys' fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

- 21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty

EXHIBIT 1

**BellSouth Telecommunications, Inc. d/b/a AT&T
Florida/CUSTOMER**
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(60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Tallahassee, Florida; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to AT&T.

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change.

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Deleted: This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, [134]

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A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

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Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

24.2 Applies to SNET only

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24.2.1 The Parties agree that CUSTOMER will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. SNET's wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

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24.2.2 The Parties agree to the re-use of existing network facilities when an End

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User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 AT&T and CUSTOMER shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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26.1.1 Intercept Devices:

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

26.1.2. Subpoenas:

- 26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that

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Florida

the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

26.2 SNET and CUSTOMER shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. **RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR**

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

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to

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bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

29.1 CUSTOMER may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of AT&T, which consent shall not be unreasonably withheld; provided that CUSTOMER may assign or transfer this Agreement to its Affiliate by providing thirty (30) calendar days' prior written notice to AT&T of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CUSTOMER may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with AT&T, under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

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29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by AT&T pursuant to this Section 29, CUSTOMER agrees that any change, modification or other activity required for AT&T to accommodate or recognize the successor to or assignee of CUSTOMER shall be a CUSTOMER Change and shall be subject to Section 4.9. AT&T shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against AT&T until the Parties agree upon the charges that apply to such CUSTOMER Change.

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29.3 If during the Term, AT&T sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T shall provide

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CUSTOMER not less than thirty (30) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CUSTOMER acknowledges that AT&T shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CUSTOMER must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. DELEGATION TO AFFILIATE

30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

31. SUBCONTRACTING

- 31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 31.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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31.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

32.1.2 listed by any governmental agency as a hazardous substance.

32.2 ~~CUSTOMER will in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that CUSTOMER did not introduce to the affected work location. AT&T will indemnify, defend (at CUSTOMER's request) and hold CUSTOMER and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:~~

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32.2.1 Any Environmental Hazard that AT&T, its contractors or agents introduce to the work locations, or

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32.2.2 The presence or Release of any Environmental Hazard for which AT&T is responsible under Applicable Law.

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32.3 ~~AT&T will in no event be liable to CUSTOMER for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that AT&T did not introduce to the affected work location. CUSTOMER will indemnify, defend (at AT&T's request) and hold AT&T and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:~~

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32.3.1 any Environmental Hazard that CUSTOMER, its contractors or agents introduce to the work locations, or

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33. FORCE MAJEURE

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

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from

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- the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 34.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax

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exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers,

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network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

- 36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any Party in the use of such Party's Telecommunications Service, prevents any Party from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's facilities or equipment or malfunction of either Party's ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

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Telecommunications, Inc. d/b/a AT&T
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37. SIGNALING

37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between CUSTOMER and, the rates, terms, and conditions of Appendix SS7 will apply.

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37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 CUSTOMER will not send to AT&T local traffic that is destined for the network of a Third Party unless CUSTOMER has the authority to exchange traffic with that Third Party.

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39. CUSTOMER INQUIRIES

39.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

39.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and

39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

39.3 Except as otherwise provided in this Agreement, CUSTOMER shall be the primary point of contact for CUSTOMER's End Users with respect to the services CUSTOMER provides such End Users.

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39.4 CUSTOMER acknowledges that AT&T may, upon End User request, provide services directly to such End User similar to those offered to CUSTOMER under this Agreement.

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40. EXPENSES

40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

40.2 ~~AT&T and CUSTOMER~~ shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

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41. CONFLICT OF INTEREST

41.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

42. SURVIVAL

42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. 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 the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. 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.

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44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions.

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

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46. [Reserved].

47. AUTHORITY

47.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, 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.

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

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

Deleted: Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions², SBC-13STATE shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was negotiated with a telecommunication carrier, pursuant to 47 U.S.C. 252(a)(1), by SBC-13STATE (that at all times during the interconnection agreement negotiations was an SBC-owned ILEC) and (2) has been made available under an agreement to which SBC-13STATE is a party. ¶

¶ 45.2 .

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48. COUNTERPARTS

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48.1 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.

49. ENTIRE AGREEMENT

49.1 AT&T

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49.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

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49.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference 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.

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AT&T Interconnection Agreement Signatures

CUSTOMER

BellSouth Telecommunications, Inc. d/b/a
AT&T Florida

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: Kristen E. Shore

Title: _____
(Print or Type)

Title: Director

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Date: _____

Date: _____

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The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. **SBC-12STATE** may, in order to safeguard its interests, require that CLEC, if it has proven history of late payments or has not established a minimum of twelve consecutive months good credit history with **SBC-12STATE**, make a reasonable deposit to be held by **SBC-12STATE** as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have “a proven history of late payments” or “not established credit” based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Section 10 Dispute Resolution. A CLEC that furnishes both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC-owned-ILECS** (that is, **AMERITECH, NEVADA, PACIFIC, SNET and SWBT**) where CLEC is doing or has done business as a Local Service Provider, CLEC shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for **NEVADA, PACIFIC** or **SWBT**, if immediately prior to the Effective Date, CLEC was not operating as a Local Service Provider

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in a state covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or

7.2.2 for NEVADA, PACIFIC or SWBT, if immediately prior to the Effective Date, CLEC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for SBC-AMERITECH, subject to external credit check verification and/or financial statement review, SBC-AMERITECH may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all SBC-owned ILEC(s) (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) with which CLEC is doing or has done business as a Local Service Provider, SBC-12STATE shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each SBC-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each SBC-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.3 Any cash deposit for one state shall be held by SBC-12STATE as a guarantee of payment of charges billed to CLEC, provided, however, SBC-12STATE may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

7.3.1 when SBC-12STATE sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or

7.3.2 when SBC-12STATE suspends CLEC's ability to process orders in accordance with Section 9.6.1.1; or

7.3.3 when CLEC files for protection under the bankruptcy laws; or

7.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

EXHIBIT 1

- 7.3.5 when this Agreement expires or terminates; or
- 7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **SBC-12STATE** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

7.4 So long as CLEC maintains timely compliance with its payment obligations, **SBC-12STATE** will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, **SBC-12STATE** reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.

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during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

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for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or

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for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.

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Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

- 7.6.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or
- 7.6.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.

EXHIBIT 1

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Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs/ASBS ("CBA" is utilized in **SWBT** only; "ESBA" is utilized in **PACIFIC** and **NEVADA** only; "ASBS" is utilized in **AMERITECH** only) and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.

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In **SBC-7STATE** only, after calculating the amount equal to the average billing to CLEC for that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to **SBC-7STATE** in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

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Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, CLEC shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 9 of this Agreement for that state. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.

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This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be paid by **SBC-7STATE** for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. **SBC-7STATE** may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

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The fact that **SBC-12STATE** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

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For Deposit requirements for **SNET**, see the applicable **CT-DPUC** ordered tariff.

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Bills provided to CLEC from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing provided they have been approved by the relevant state commission.

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passed through when <u>SBC-13STATE</u> records the message.		
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Section 9.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.		
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If a Party is furnished services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.		
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If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

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9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed (“**Disputed Amounts**”) and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

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9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements in accordance with the requirements set forth in Section 8.7.

9.3.4 [Reserved].

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This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the

EXHIBIT 1

FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

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The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

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EXHIBIT 1

Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

EXHIBIT 1

GENERAL TERMS AND CONDITIONS

PAGE 1 OF 97

BellSouth Telecommunications,

Inc. d/b/a AT&T

Florida/CUSTOMER

111207

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida

CUSTOMER

By: _____

By: _____

Name: Kristen E. Shore

Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

EXHIBIT 1

APPENDIX 800
PAGE 1 OF 10
SBC WISCONSIN/CUSTOMER
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APPENDIX 800

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. DESCRIPTION.....4

3. GENERAL TERMS AND CONDITIONS.....5

4. RATE REGULATIONS.....8

5. MONTHLY BILLING.....9

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....9

APPENDIX 800
(Access To The Toll Free Calling Database)**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

- 2.1 Other than as specifically set out elsewhere in this Agreement, SNET does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from SNET as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.
- 2.2 SBC-12STATE's 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). SBC-12STATE does not, either through a tariff or contract, provide Resp Org service.
- 2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 2.4 Access to the Toll Free Calling Database allows CLEC to access SBC-12STATE's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.6 There are three optional features available with 800 service:
 - 2.6.1 Designated 10-Digit Translation;
 - 2.6.2 Call Validation; and

- 2.6.3 Call Handling and Destination.
- 2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, SBC-12STATE will deliver the designated 10-digit number.
- 2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
 - 2.6.5.1 Time of Day
 - 2.6.5.2 Day of Week
 - 2.6.5.3 Day of Year
 - 2.6.5.4 Allocation of Traffic by Percentage
 - 2.6.5.5 NPA-NXX-XXXX
- 2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in SBC-2STATE) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

- 3.3 CLEC shall address its queries to SBC-12STATE's database to the alias point code of the STP pair identified by SBC-12STATE. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process queries to its 800 database.
- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network and its 800 database. CLEC further agrees that SBC-12STATE, at its sole discretion, may employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 During periods of 800 database system congestion, SBC-12STATE shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of SBC-12STATE's 800 database. The automatic code gapping procedure used by SBC-12STATE shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell SBC-12STATE's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of SBC-12STATE's 800 database. SBC-12STATE reserves the right to manually invoke the automatic code gapping procedure to control congestion.

- 3.7 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, SBC-12STATE, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- 3.8 CLEC shall from time to time at SBC-12STATE's request, provide additional forecasted information as deemed necessary by SBC-12STATE for network planning in connection with this offering.
- 3.9 SBC-12STATE shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and SBC-AMERITECH AM-TR-OAT-000069.
- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access SBC-12STATE's Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBC-12STATE after a query to SBC-12STATE's Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 SBC-12STATE shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where SBC-12STATE is the incumbent local exchange carrier. CLEC agrees that any other use of SBC-12STATE's Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the

terms, conditions, rates, and charges of SBC-12STATE's effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquiries for the elements described herein shall be directed to:

3.13.1.1 For SBC-7STATE - the Local Service Center (LSC).

3.13.1.2 For SBC-AMERITECH - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the SBC-12STATE region.

4.2 The prices at which SBC-13STATE agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element.

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in SBC-2STATE and SBC-AMERITECH).

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in SBC-2STATE).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in SBC-2STATE and 800 Database Vertical Feature in SBC-AMERITECH).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by SBC-12STATE's database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

5.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

**APPENDIX 800
EXHIBIT I**

1. SPECIFICATIONS AND STANDARDS

<u>1.1 Description of Subject Area And Issuing Organization</u>	<u>Document Number</u>
1.1.1 Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1	TR-NWT-000271
1.1.1.2	TR-NWT-000533
1.1.2 Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1	TP 76638
1.1.2.2	TR-NWT-00095

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APPENDIX COLLOCATION AT&T

PAGE 1 OF 51

BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER
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APPENDIX PHYSICAL COLLOCATION

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TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS 4

3. PURPOSE AND SCOPE OF AGREEMENT 8

4. GENERAL OFFERINGS 10

5. SPACE AVAILABILITY 18

6. ELIGIBLE EQUIPMENT FOR COLLOCATION.....22

7. DEDICATED COLLOCATION SPACE CHARGES..... 23

8. USE OF DEDICATED COLLOCATION SPACE 26

9. OPERATIONAL RESPONSIBILITIES..... 31

10. CASUALTY LOSS..... 35

11. DELIVERY INTERVALS..... 35

12. RE-ENTRY 40

13. LIMITATION OF LIABILITY 40

14. INDEMNIFICATION OF AT&T 41

15. OSHA STATEMENT 42

16. NOTICES 42

17. INSURANCE 44

18. PROTECTION OF SERVICE AND PROPERTY 45

19. MISCELLANEOUS 48

20. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 51

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier in Florida (AT&T) and CLEC.

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1.2 AT&T Inc. means the holding company which 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/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a 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.

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1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.8 SBC-MOKA - As used herein, SBC-MOKA means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.9 SWBT-TX -As used herein, SWBT-TX means the applicable SBC owned ILEC doing business in Texas.

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- 1.10 **AM-MI** - As used herein, **AM-MI** means the applicable SBC owned doing business in Michigan.
- 1.11 **AM-IN** - As used herein, **AM-IN** means the applicable SBC owned ILEC doing business in Indiana.
- 1.12 **AM-IL** - As used herein, **AM-IL** means the applicable SBC owned ILEC doing business in Illinois.
- 1.13 **AM-WI** - As used herein, **AM-WI** means the applicable SBC owned ILEC doing business in Wisconsin.
- 1.14 **AM-OH** - As used herein, **AM-OH** means the applicable SBC owned ILEC doing business in Ohio.
- 1.15 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.16 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.17 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Active Central Office Space”** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. *Also denotes central office space that may contain obsolete unused equipment.*
- 2.2 **“Adjacent Structure”** is a CUSTOMER provided structure placed on AT&T property adjacent to an Eligible Structure. This arrangement is only permitted when space for physical collocation is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.3 **“Application Fee”** includes the costs incurred by SNET/PACIFIC/NEVADA to process CUSTOMER’s application for physical collocation arrangements.
- 2.4 **“Approved Vendor”** is a vendor who is qualified by AT&T for installation, and/or removal of central office equipment, which is administered by the AT&T Central Office Equipment Engineering Group.

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2.5 **“Augment”** is a request from CUSTOMER to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.

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2.6 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing CUSTOMER’s dedicated collocation space in which CUSTOMER may install its telecommunications equipment.

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2.7 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.8 **“Collocation Area for Physical Collocation”** is the common area providing access to an area surrounding CUSTOMER’s dedicated space *as well as the space dedicated to* CUSTOMER,

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2.11 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection, access to Unbundled Network Elements (UNE), or both.

Deleted: **“Collocation Interconnection Power Panel (CIPP)” (SBC- 8STATE ONLY)** is a DC Power panel for Power termination. *Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage.*

2.12 **“Day”** means calendar day within the Collocation Appendix unless specifically stated otherwise.

Deleted: **“COBO”** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in SBC-AMERITECH.

2.13 **“Dedicated Collocation Space”** is the space dedicated for the CUSTOMER’s physical collocation arrangement located within an AT&T Eligible Structure.

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2.15 **“Eligible Structure”** is identical to the definition of “Premises” adopted by the FCC at 47 C.F.R. § 51.5, as amended by the FCC in FCC 00-297.

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2.16 **“Engineering Design Charge”** is the cost for SBC-MOKA employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

Deleted: **“Delivery Date”** the date upon which the ILEC will turn over the completed functional collocation space in accordance with the requesting carrier’s application.

2.17 **“Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the

* This Section 2.14 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in AT&T.

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2.18 *"**Functional**" – Space is functional when AT&T has completed construction and provisioning of the collocation area in accordance with the requesting carrier's application and the space is turned over to the carrier.

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2.19 "**Individual Case Basis (ICB)**" is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.20 "**Collocation Services Handbook**" is a publication provided to the CLECs which provides information on how to order collocation arrangements from AT&T. The document also provides information about AT&T's collocation processes and requirements and is located on the CLEC website

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2.23 "**Other Central Office Space**" denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

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~~Deleted: "Occupancy date" the date that SBC-AMERITECH may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.~~

2.24 "**Preparation Charges**" are the charges applicable to the preparation of SBC-AMERITECH Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.

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2.25 "**Point of Termination (POT)**" denotes the point of demarcation, within an Eligible Structure at which the AT&T responsibility for the provisioning of service ends.

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~~Deleted: "Project Coordination Fee" reflects SNET/PACIFIC/NEVADA's labor costs to manage the provisioning of the individual Collocator's space requirements for a particular physical collocation space request. This fee is applicable upon the submission of an application.~~

* This Section 2.18 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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2.27 ~~“Shared Cage Collocation”~~ is a caged dedicated collocation space that is shared by two or more Collocators within the ~~AT&T~~'s Eligible Structure.

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~~6.4.2.28~~ ~~“Space Acceptance Date”~~ is the date of CUSTOMER's acceptance of the Collocation Space if CUSTOMER completes its acceptance walk through within the fifteen (15) day interval associated with the applicable Space Ready Date.

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2.29 ~~“Space Ready Date”~~ is the date the Collocation Space is ready for occupancy.

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2.28 ~~“Unused Space”~~ denotes any space in the Eligible Structure which is not occupied by ~~AT&T~~ personnel and/or occupied by or reserved for ~~AT&T~~ network equipment including affiliates and 3rd parties. May

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also be used to denote space within a specific Collocator's area that is not occupied by or reserved for Collocator's equipment. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)

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3. PURPOSE AND SCOPE OF AGREEMENT

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which ~~AT&T~~ will provide Physical Collocation to CUSTOMER. In the event the FCC amends its collocation rules, the Parties agree to negotiate in good faith amendments to the collocation requirements, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the agreement expeditiously by filing the necessary amendments to the agreement and requesting expedited approval by the appropriate state agency.

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~~Deleted: Upon the written request of Collocator, SBC-13STATE shall consider an application for collocation space submitted prior to receiving the approval of this Interconnection Agreement. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SBC-13STATE. To the extent that SBC-13STATE has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar d[... [1]~~

3.2 Preparation Prior to Regulatory Approval

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3.2.2 CUSTOMER is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

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3.3 TESTING AND ACCEPTANCE

3.3.1 CUSTOMER and AT&T will complete an acceptance walk-through of the Physical Collocation Space prior to AT&T turning the Physical Collocation Space over to CUSTOMER. Exceptions that are noted during this acceptance walk-through shall be corrected by AT&T as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from CUSTOMER's Physical Collocation request shall be at AT&T's expense. Monthly recurring charges shall not commence until AT&T has made their corrections and CUSTOMER has completed a follow-up acceptance walk through.

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<#>The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval. ¶ ... [6]

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3.3.2 Once CUSTOMER's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its AT&T approved installation contractor, AT&T, and/or AT&T vendor.

3.3.3 All installations of equipment must be in accordance with AT&T's TR 73503, TR 73519, TR 73572 and TR 73564 and subject to review by AT&T for compliance. Should AT&T determine during its review audit that the installation is not compliant with specifications, CUSTOMER or it's AT&T Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

3.3.4 CUSTOMER shall be responsible for coordination with its AT&T Approved Vendor to be at the site for acceptance testing.

3.3.5 Once CUSTOMER has accepted the facilities, CUSTOMER will order either interconnection or access to UNEs from AT&T to be connected to their equipment.

4. GENERAL OFFERINGS

4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, AT&T will provide physical collocation to CUSTOMER for the purpose of interconnecting with AT&T's network or for obtaining access to AT&T's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. AT&T's physical collocation offering includes the following:

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4.1.1 Caged Physical Collocation

4.1.1.1 In the ~~AT&T's~~, CUSTOMER may apply for Caged Physical Collocation in initial increments of 50 square feet. The caged serving arrangement is an area

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designated by ~~AT&T~~ within an Eligible Structure to be used by CUSTOMER for the sole purpose of installing, maintaining and operating CUSTOMER provided equipment. ~~AT&T~~ will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. ~~AT&T~~ will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a ~~AT&T~~ premise will not be responsible for the entire cost of site preparation.

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4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, ~~AT&T~~ shall provide CUSTOMER Shared Caged Collocation in any Unused Space. "**Shared Caged Collocation**" is caged Physical Collocation space shared by CUSTOMER and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

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4.1.2.1.1 CUSTOMER may request that ~~AT&T~~ provide Shared Caged Collocation via a new request for Physical Collocation whereby CUSTOMER allocates the requested space among the number of CLECs initially requesting such space ("**New Shared Collocation**") or a request by CUSTOMER to enter into a sublease arrangement with another Resident Collocators(s) in CUSTOMER's existing Physical Collocation ("**Subleased Shared Collocation**"). In each Shared Caged Collocation arrangement, ~~AT&T~~'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "**Primary Collocator**". For New Shared Collocation, the Primary Collocator shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the

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sublessor in such arrangement. For purposes of this section, each CLEC (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "**Resident Collocator**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators. In Florida, a Resident Collocator(s) other than the Primary Collocator may submit its own Initial Application and Subsequent Applications for equipment placement using the Primary Collocator's ACNA. A separate Resident, other than the Primary Collocator, Collocator's application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in the Collocation Rates Exhibit, which will be billed to the Primary Collocator on the date that AT&T provides its written Application Response to the Resident, other than the Primary Collocator, Collocator's Bona Fide application.

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4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC). Resident Collocators shall request New Shared Collocation from AT&T in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, AT&T shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. AT&T will prorate the Preparation Charges incurred by AT&T to construct the shared Collocation

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cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared

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Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. There will be a minimum charge of (1) bay/rack per Resident Collocator. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CUSTOMER is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CUSTOMER agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CUSTOMER is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CUSTOMER shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms,

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conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T as a third party beneficiary of such agreement. CUSTOMER, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation

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provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if CUSTOMER is the Primary Collocator, then CUSTOMER shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another CLEC to sublease space from CUSTOMER, CUSTOMER shall require such other CLEC(s) to execute a sublease agreement prior to the submission of an application that, inter alia, requires such CLEC's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T as a third party beneficiary of such agreement. CUSTOMER, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If CUSTOMER is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CUSTOMER agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

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4.1.2.1.4 The Primary Collocator represents and warrants to AT&T that each Resident Collocator with which it shares Shared Caged Collocation space

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shall Collocate equipment only as permitted by 5.1 and which is necessary to Interconnect with AT&T or for access to AT&T's unbundled Network Elements. AT&T shall provide CUSTOMER access to AT&T's unbundled Network Elements and permit CUSTOMER to Interconnect its network with AT&T from Shared Caged Collocation, regardless if CUSTOMER was the original Collocator. CUSTOMER, however, shall have no right to request and AT&T shall have no obligation to provide CUSTOMER's Resident Collocators access

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to AT&T's unbundled Network Elements or AT&T's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with AT&T.

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4.1.2.1.5 As a condition of entering into Shared Caged Collocation, CUSTOMER agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one CLEC remains in the Shared Cage Collocation, that CLEC shall become the Primary Collocator. AT&T shall bill the new Primary Collocator any applicable charges to change AT&T's records and databases to reflect such new Primary Collocator.

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4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, AT&T will allow CUSTOMER to collocate in any unused space (space that is vacant and does not contain AT&T equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in AT&T's Eligible Structure (e.g. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CUSTOMER's dedicated space. AT&T will designate the space to be used for cageless collocation. AT&T may require CUSTOMER to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CUSTOMER's or other collocating carriers' use, and once inside the building, AT&T must permit CUSTOMER to have direct access to CUSTOMER's equipment.

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4.1.3.2 AT&T may not require CUSTOMER to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases

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collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to AT&T's network if technically feasible.

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In addition, AT&T may not require CUSTOMER to collocate in a room or isolated space, separate from AT&T's own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. AT&T may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing AT&T equipment in its own cage, and other reasonable security measures examples of which are described herein. AT&T may utilize reasonable segregation requirements that do not impose unnecessary additional cost on CUSTOMER.

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4.1.3.3 AT&T must make cageless collocation space available in single-bay increments, meaning that CUSTOMER can purchase space in single bay

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increments. AT&T will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a AT&T premise will not be responsible for the entire cost of site preparation.

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4.1.4 Adjacent Structure Collocation

4.1.4.1 When space for physical collocation is legitimately exhausted inside an AT&T Eligible Structure, AT&T will permit CUSTOMER to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults or similar structures such as those used by AT&T to house telecommunications equipment) to the extent technically feasible. AT&T will permit CUSTOMER to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and AT&T's right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. AT&T will allow the CUSTOMER to provide equipment installed within the Adjacent Structure. CUSTOMER will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. AT&T may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. AT&T will assign the location of the Designated Space where the Adjacent Structure will be placed.

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4.1.4.2 When requested, AT&T will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, AT&T and CUSTOMER will mutually agree on a solution for provisioning power via NSCR. At its option, CUSTOMER may choose to provide its own AC and DC power to the Adjacent Structure. In this instance,

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CUSTOMER must use an AT&T Approved Power Installation Vendor. If CUSTOMER selects AT&T to provide power, then AT&T will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

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4.1.4.3 AT&T rates for Adjacent Structure Collocation are in the Collocation Rates Exhibit.

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4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB). When CUSTOMER requests a particular collocation arrangement, CUSTOMER is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC Dedicated Space. If AT&T refuses to provide a collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

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4.3 CUSTOMER's AT&T Approved Vendor will be permitted access to the AT&T Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. CUSTOMER must use an AT&T Approved Power Installation Vendor to place power cable leads from CUSTOMER's dedicated space to AT&T's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Check sections 9.6.5 and 9.7 of this appendix for further requirements.

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4.5 Cross-connects between CUSTOMER and other telecommunication carriers collocated at AT&T premises will be allowed as specified in the rules, regulations and orders of the FCC.

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4.7 AT&T shall permit CUSTOMER to place its own connecting transmission facilities within AT&T's Eligible Structure in the physical collocation space, without requiring CUSTOMER to purchase any equipment or connecting facilities solely from AT&T, subject to reasonable safety limitations. As provided herein, AT&T may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, AT&T may only impose security arrangements that are as stringent as the security arrangements that AT&T maintains at its own premises for its own employees or authorized contractors. AT&T must allow CUSTOMER to access its installed physical collocation equipment 24 hours a day, seven days a week, in AT&T Eligible Structures without requiring either a security escort of any kind or delaying CUSTOMER's employees' entry into AT&T's Eligible Structure. Reasonable security measures that AT&T may adopt include, but are not limited to, the following:

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4.7.1 Installing security cameras or other monitoring systems; or

4.7.2 Requiring CUSTOMER personnel to use badges with computerized tracking systems; or

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4.7.3 Requiring CUSTOMER employees to undergo the same level of security training, or its equivalent, that AT&T's own employees, or third party contractors providing similar functions, must undergo; provided, however, that AT&T may not require CUSTOMER employees to receive such training from AT&T itself, but must provide information to CUSTOMER on the specific type of training required so CUSTOMER's employees can conduct their own training.

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4.7.4 AT&T may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

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4.8 Relocation – In the event AT&T determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CUSTOMER is required to do so. If such relocation arises from circumstances beyond the reasonable control of AT&T, including condemnation or government order or regulation that makes the continued occupancy

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of the dedicated collocation space or Eligible Structure too costly in AT&T's sole judgment, CUSTOMER shall be responsible for the cost of preparing the new dedicated collocation space at the new location. Otherwise AT&T shall be responsible for any reasonable preparation costs

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4.8.1 In the event that CUSTOMER requests that the Dedicated Collocation Space be moved within the AT&T Eligible Structure or to another Eligible Structure, AT&T shall permit CUSTOMER to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CUSTOMER shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.

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4.9 CUSTOMER will conduct background checks of its personnel and technicians who will have access to the Collocation Area. CUSTOMER technicians will be security qualified by CUSTOMER and will be required to be knowledgeable of AT&T's security standards. CUSTOMER personnel and technicians will undergo the same level of security training, or its equivalent that AT&T's own employees and authorized contractors must undergo. AT&T will not, however, require CUSTOMER to receive security training from AT&T. CUSTOMER can then provide its employees with their own security training. Qualification program and security training details shall be provided by AT&T and/or at AT&T's Interconnection website.

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4.10 CUSTOMER and AT&T will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other AT&T's property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of CUSTOMER, another collocated telecommunications carrier or AT&T in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of CUSTOMER, another collocated telecommunications carrier or AT&T, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T property:

4.10.1 Theft or destruction of AT&T's or any CLEC's property.

4.10.2 Use or attempted use/sale of alcohol or illegal drugs on AT&T's property.

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4.10.3 Industrial espionage.

4.10.4 Threats or violent acts against other persons on AT&T's property.

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4.10.5 Knowing violations of any local, state or federal law on AT&T's property.

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4.10.6 Permitting unauthorized persons access to AT&T's, another telecommunications carrier's or CUSTOMER's equipment on AT&T's property.

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4.10.7 Carrying a weapon on AT&T's property.

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4.11 In addition, CUSTOMER and AT&T will take appropriate disciplinary steps as determined by each party to address any violations reported by AT&T, another collocated telecommunications carrier or CUSTOMER of AT&T's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T's Collocation Handbook and/or Collocation website(s), provided that such information and any and all updates to it are timely provided to CUSTOMER.

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4.12 CUSTOMER will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CUSTOMER's technicians at a level commensurate with the indemnification and insurance provided by AT&T's authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T as well.

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4.13 AT&T may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

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AT&T's enclosure of its own equipment will not be a basis for a claim that space is exhausted.

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5. SPACE AVAILABILITY

5.1 At the request of CUSTOMER, AT&T will provide space for physical collocation as described above. AT&T will provide physical collocation at a particular Eligible Structure unless it demonstrates that physical collocation is not technically feasible or because of space limitations. In such cases and with the qualifications set forth above, AT&T will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where AT&T proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent

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Structure Collocation or Virtual Collocation is not technically feasible, AT&T will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

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5.2 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by AT&T. AT&T will notify CUSTOMER within fifteen (15) calendar days of submission of a completed Application for physical collocation by CUSTOMER, as to whether its request for space has been granted or denied due to a lack of space. AT&T's e.App system will reflect when CUSTOMER's application is Bona Fide. AT&T shall provide CUSTOMER with sufficient detail so that CUSTOMER has a reasonable opportunity to cure each deficiency. Any changes requested by CUSTOMER and not resulting from a request of AT&T, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new fifteen (15) calendar day space notification and delivery interval.

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~~Deleted: If SBC-13STATE determines that Collocator's Physical Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC-13STATE~~

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, AT&T shall place

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CUSTOMER on the waiting list for collocation in a particular Eligible Structure according to the date CUSTOMER submitted its application for physical collocation in that Eligible Structure

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5.3 If AT&T contends space for physical collocation is not available in a premises, AT&T must allow CUSTOMER to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten calendar days, or such later date as mutually agreed, of the receipt of AT&T's denial of space. Prior to taking a tour, each representative must execute and deliver to AT&T a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an AT&T's Premises.

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5.3.1 If CUSTOMER disputes AT&T's determination, CUSTOMER can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by AT&T and CUSTOMER. The engineer shall take into consideration AT&T's planned use for the Eligible Structure under

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review and, to the extent it can be determined Collocator space and how it is used.

5.3.2 If AT&T denies CUSTOMER's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, AT&T shall, in connection with any complaint filed by CUSTOMER, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, AT&T or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

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5.4 AT&T will maintain a publicly available document, posted for

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viewing on AT&T's Internet site(s), indicating all premises that are full, and will update such a document within ten calendar days of the date at which a premises runs out of physical collocation space.

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5.5 Upon request, AT&T must submit to the requesting carrier within ten calendar days of the submission of the request a report (Space Availability Report) indicating the available collocation space in a particular AT&T Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that AT&T is taking to make additional space available for collocation. When CUSTOMER makes multiple requests on any given day, AT&T will provide a report for 2 to 5 requests in ten (10) calendar days and 6 to 20 requests in twenty (20) calendar days unless the Parties agree otherwise. Should CUSTOMER submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, AT&T will provide the information on a scheduled basis of ten additional offices every ten (10) calendar days. The rate for the Space Availability Report is contained in the Collocation Pricing Exhibit.

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5.5.1 In AT&T, Reports shall be ordered via the Space Availability Report order form and shall specifically identify the CLLI code of each Premises for which a report is ordered and include the AT&T Premises street address, as identified in the LERG.

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5.6 In any Central Office in which all options for physical collocation offered by AT&T have been exhausted, AT&T shall not be permitted to provide additional space in

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that Central Office for any of its affiliates

5.7 AT&T is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, AT&T is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CUSTOMER equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. AT&T and CUSTOMER shall not unreasonably warehouse forecasted space.

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5.8 To the extent possible, AT&T will make contiguous space available to CUSTOMER if CUSTOMER seeks to

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expand an existing physical collocation arrangement and such request meets AT&T's non-discriminatory practices regarding efficient space utilization.

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5.9 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, AT&T will take into account future demand based upon its knowledge of CLEC demand for Collocation. CUSTOMER will provide AT&T with a two (2)-year rolling non-binding forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

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5.10 AT&T may retain a limited amount of floor space for AT&T's own specific future uses for a time period on terms no more favorable to AT&T than those that apply to other telecommunications carriers, including CUSTOMER, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, AT&T will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless AT&T proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, AT&T and CUSTOMER will attempt to reach a mutually agreeable alternative method of interconnection.

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5.11. At the request of the Commission or CUSTOMER, AT&T shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. AT&T shall be permitted to recover the cost of removal and/or relocation of such equipment if AT&T incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

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5.12 AT&T may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that AT&T shall not set a maximum space limitation on CUSTOMER, unless AT&T proves to the Commission that space constraints make such restrictions necessary.

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6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, and 47 CFR Part 51, CUSTOMER may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

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6.9 AT&T does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of CUSTOMER's equipment and facilities in CUSTOMER's physical collocation space.

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6.10 All types of equipment placed in AT&T Eligible Structures or on its Premises by CUSTOMER must meet the AT&T minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with AT&T TR 73503 "Engineering and Installation Standards Central Office Equipment"; Level 1 safety requirements where CUSTOMER's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580, Issue 1 and GR-63-CORE for Central Offices and for Remote Sites, Telcordia Level 3 safety requirements as set forth in Telcordia documents SR-3580, Issue 1, and Network Equipment Building

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Systems (NEBS); or, (2) CUSTOMER must demonstrate that its equipment has a history of safe operation defined by

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installation in an ILEC (including AT&T) prior to January 1, 1998 with no known history of safety problems.

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6.11 AT&T will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T applies to its own network equipment. AT&T will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

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6.12 In the event that AT&T denies Collocation of CUSTOMER's equipment, citing minimum safety standards, AT&T will provide within five (5) business days of CUSTOMER's written request to AT&T representative(s), a list of AT&T equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise. The affidavit will set forth in detail: the exact safety requirement that CUSTOMER's equipment does not satisfy; AT&T's basis for concluding that CUSTOMER's equipment does not meet this safety requirement; and AT&T's basis for concluding why collocation of the equipment not meeting this safety requirement would compromise network safety.

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6.13 In the event CUSTOMER submits an application requesting collocation of certain equipment and AT&T determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, CUSTOMER must not collocate the equipment. If CUSTOMER disputes such determination by AT&T, CUSTOMER may not collocate such equipment unless and until the dispute is resolved in its favor. If AT&T determines that CUSTOMER has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, CUSTOMER must remove the equipment from the collocation space within ten (10) business days of written notice from AT&T. CUSTOMER will be responsible for the removal and all resulting damages. If CUSTOMER disputes such determination, the status quo will be maintained pending resolution of dispute, except that corrections to meet minimum safety requirements shall be completed within the 10-day period. If the Parties do not resolve the dispute, AT&T or CUSTOMER may file a complaint at the Commission seeking a formal resolution of the dispute.

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7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Dedicated Collocation Space

7.1.1 For each Eligible Structure in which CUSTOMER_v desires to physically collocate equipment, CUSTOMER_v must submit a Physical Collocation Application_v. CUSTOMER_v shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into AT&T's electronic application (e.App) system for processing. An Initial Application Fee, as set forth in the Collocation Rates Exhibit, will apply to each Initial Application submitted by CUSTOMER_v for Central Office or Remote Site Collocation, as applicable, and will be billed by AT&T on the date AT&T provides CUSTOMER_v with an Application Response. The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure. However, a reduced fee shall apply to all subsequent requests to place equipment.

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7.2 AT&T will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by AT&T for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, AT&T will permit CUSTOMER to subcontract the construction of Physical Collocation arrangements with contractors approved by AT&T, provided that AT&T will not unreasonably withhold approval of contractors.

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7.2.1.1 Certification by AT&T will be based on the same criteria AT&T uses in certifying contractors for its own purposes.

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7.3 Recurring/Non-Recurring charges - CUSTOMER_v shall pay

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PACIFIC/SWBT-TX/SNET/SBC-AMERITECH a per month charge and non-recurring charges for use of the Dedicated Collocation Space and any Telco provided equipment/facilities therein. These charges are contained in the state specific Appendix Pricing and/or in the applicable tariff. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this agreement and may be modified upon renegotiation of the Interconnection Agreement.

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7.3.1 An ICB quote is prepared by SBC-MOKA/NEVADA to estimate non-recurring and recurring charges associated with the requested collocation space. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to

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request UNEs or other unique items not contained in a CLEC Interconnection Agreement.

7.4 CUSTOMER shall pay its proportionate share of any reasonable security arrangements AT&T employs to protect AT&T equipment and ensure network reliability.

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7.7 Breach Prior to Commencement Date - In the event that CUSTOMER materially breaches this Agreement by purporting to terminate this Agreement after AT&T has begun preparation of the dedicated collocation space but before AT&T has been paid the entire amounts due under this Article, then in addition to any other remedies that AT&T might have, CUSTOMER shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment

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and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other directly associated costs.

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7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AT&T's intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

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7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date AT&T turns over a functional Dedicated Collocation Space to CUSTOMER.

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7.9.1*** PACIFIC/NEVADA: The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. sections 64.1401(a) and 64.1401(b) shall be as set forth in the applicable Tariff(s). To the extent that any of those charges are subject to appeal, the result of any such appeal shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge. To the extent that rates are not provided in

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

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the applicable Tariff(s), rates shall be determined on Individual Case Basis "ICB." Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.

7.10 The billing for all applicable monthly recurring charges will begin in CUSTOMER's next billing cycle and will include any prorated charges for the period from CUSTOMER's Space Acceptance Date or Space Ready Date, whichever is appropriate, to the date the bill is issued by AT&T regardless of any failure by CUSTOMER to complete its work. The fact that AT&T may have additional work to perform after CUSTOMER does complete its work shall not bar the start of such charges so long as the remaining work does not materially impair CUSTOMER from operating in the space.

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7.12 Restroom access and parking will be provided on a reasonable basis in the AT&Ts.

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7.13 NEVADA: In the event that any CLEC Telecom Equipment that is to be placed in the Premises was not contemplated by that interstate tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), CLEC may be subject to charges under an ICB if NEVADA's costs of providing the necessary Premises requirements (e.g., space, power, environmental, grounding) for any such CLEC Telecom Equipment is not recovered by those tariffed rates. Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.

7.14*** CLEC and PACIFIC/NEVADA will complete an acceptance walk-through of the Dedicated Space prior to turning the Dedicated Space over to CLEC. Exceptions that are noted during this acceptance walk-through shall be corrected by PACIFIC/NEVADA as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than 5 business days after the walk through. The correction of these exceptions from CLEC's Physical Collocation request shall be at PACIFIC/NEVADA's expense.

7.15 AT&T shall ensure that the Dedicated Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by AT&T in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

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8. USE OF DEDICATED COLLOCATION SPACE

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

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8.1 Nature of Use – The dedicated collocation space is to be used by CUSTOMER for purposes of collocating equipment and facilities, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to AT&T's unbundled network elements, pursuant to 47 U.S.C. 251(c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CUSTOMER shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CUSTOMER shall be permitted on the Eligible Structure or on the grounds surrounding the Building.

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8.2 CUSTOMER shall not have access to AT&T's Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other AT&T equipment or facilities not specifically designated by AT&T for CUSTOMER access.

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8.3 A list of all of CUSTOMER Telecom Equipment that will be placed within the Dedicated Space shall be set forth on CUSTOMER's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CUSTOMER Telecom Equipment. CUSTOMER warrants and represents that the Physical Collocation application contains a complete and accurate list of such CUSTOMER Telecom Equipment. CUSTOMER shall not place or leave any other equipment or facilities within the Dedicated Space without the express written consent of AT&T.

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8.4 (Reserved).

8.5 CUSTOMER may use the Dedicated Space for placement of CUSTOMER telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CUSTOMER's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CUSTOMER's employees, agents and contractors comply with AT&T's policies and practices pertaining to fire, safety and security. CUSTOMER agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.

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8.6 CUSTOMER Telecom Equipment, CUSTOMER operating practices, or other activities or conditions attributable to CUSTOMER that represent a demonstrable threat to AT&T's network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

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8.7 Operation of any equipment, facilities or any other item placed in the Dedicated Space shall not interfere with or impair service over AT&T's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage

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to those networks, equipment, or facilities, the Dedicated Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Dedicated Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.8 Subject to the limitations and restrictions of this Appendix, CUSTOMER may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above, in AT&T's. Personal property, fixtures and unpowered facilities placed by CUSTOMER in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CUSTOMER at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CUSTOMER's expense.

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8.9 In no case shall CUSTOMER or any person or entity purporting to be acting through or on behalf of CUSTOMER make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of AT&T. AT&T shall consider a modification, improvement, addition, repair, or other alteration requested by CUSTOMER, provided that AT&T shall have the right to reject or modify any such request. AT&T will perform any such construction, and the associated cost shall be paid by CUSTOMER in accordance with AT&T's then-standard special construction process or NSCR.

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8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in AT&T's.

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8.10.1 AT&T TR 73503, Engineering and Installation Standards Central Office Equipment; TR 73519, Central Office Drawing Technical Design Manual; TR 73564, Management of Central Office Record Drawings in the Multi-Vendor Environment; and TR 73572, Expanded Interconnection Service DS1 and DS3 Level Network Interface Specification and any successor document(s), including as such may be modified at any time and from time to time;

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8.10.2 AT&T's most current Collocation Handbook and any successor document(s), as may be modified from time to time as set forth below. However, modifications of the handbook cannot supercede or modify terms of this interconnection agreement, or attempt to interpret provisions of this

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agreement unless first approved by the appropriate state regulatory commission.

8.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within AT&T central offices and may be modified from time to time.

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8.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.

8.10.5 The Collocation Handbook and the TR 73503, TR 73519, TR 73572 and TR 73564 Standards are not incorporated herein but are available on the AT&T Collocation Internet site.

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8.11 If the Collocation Handbook, Collocation website(s), TR 73503, TR 73519, TR 73572 or TR 73564, is modified subsequent to the effective date of this agreement from the attached, subject to 8.10.2, the following shall apply:

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8.11.1 If a modification is made after the date on which CUSTOMER has or orders a Physical Collocation arrangement, AT&T shall provide CUSTOMER with a list of those modifications or with revised versions of such, separately highlighting all such modifications. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by AT&T, except for those specific amendments to which CUSTOMER objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

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8.11.2 If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for AT&T (and the modification has not been included in a change to that "Statement" or this Appendix), then AT&T will provide CUSTOMER with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CUSTOMER's physical collocation application. Any CUSTOMER objection to those modifications must be received by AT&T by the thirtieth (30th) day after their receipt by CUSTOMER. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.

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8.11.3 Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to AT&T's or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. AT&T will immediately notify CUSTOMER of any such modification.

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8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and TR 73503, TR 73519, TR 73572, or TR 73564 (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CUSTOMER objected to such modification) in the AT&Ts. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

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8.12.1 CUSTOMER warrants and represents, for each item of the CUSTOMER Telecom Equipment, that such equipment meets the AT&T minimum safety standards. The minimum safety standards are: (1) Equipment compliance to AT&T technical reference TR 73503 "Engineering and Installation Standards Central Office Equipment", and Level One requirements set forth in Telcordia documents SR-3580, Issue 1 and GR-63-CORE for Central Offices and for Remote Sites, Telcordia Level 3 safety requirements as set forth in Telcordia documents SR-3580, Issue 1 and to corrosion protection requirements contained in Telcordia NEBS document GR-1089-CORE, Criteria [72, 73], except in the State of Texas where equipment compliance to Telcordia NEBS Level 1 requirements are the minimum safety requirements for CLEC equipment, or (2) Equipment

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history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CUSTOMER also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. AT&T may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T applies to its own equipment. AT&T may not deny collocation of CUSTOMER equipment because the equipment fails to meet TR 73503 reliability standards. If AT&T denies collocation of CUSTOMER equipment, citing non-compliance to the minimum safety standards, AT&T must provide to CUSTOMER within five business days of the denial a list of all network equipment that AT&T has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety

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standards. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO AT&T IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

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- 8.13 Unless otherwise expressly agreed in writing, AT&T will provide for all AC and DC power requirements in the Eligible Structure. CUSTOMER is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CUSTOMER Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and AT&T's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to AT&T's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by CUSTOMER represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the AT&T's is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will

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be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CUSTOMER,

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- 8.14 Other than the security restrictions described herein, AT&T shall place no restriction on access to CUSTOMER's central office Dedicated Space by CUSTOMER's employees and designated agents. Such space shall be available to CUSTOMER designated agents twenty-four (24) hours per day each day of the week. AT&T will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.

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- 8.15 Fiber Entrances – CUSTOMER shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CUSTOMER shall be permitted no more than two (2) entrance routes into the Building, if available.

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- 8.16 Demarcation Point – AT&T shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CUSTOMER's network and AT&T's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

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9. OPERATIONAL RESPONSIBILITIES

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9.1 CUSTOMER and AT&T are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

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9.2 CUSTOMER and AT&T are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

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9.3 AT&T shall provide an interconnection point or points, physically accessible by both AT&T and CUSTOMER (typically a AT&T manhole) at which a CUSTOMER fiber optic cable can enter the Eligible Structure, provided that AT&T will designate interconnection points as close as reasonably possible to the Eligible Structure. AT&T will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for AT&T's cable facilities and at which space is available for new facilities in at least two of those entry points.

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9.3.1 CUSTOMER is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AT&T, and for leaving sufficient cable length in order for AT&T to fully extend such CUSTOMER-provided cable to the Dedicated Space.

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9.3.2 (Reserved).

9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CUSTOMER or AT&T under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

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9.5 If CUSTOMER fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days after discontinuance of use, AT&T may perform the removal and shall charge CUSTOMER for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CUSTOMER shall indemnify and hold AT&T harmless from any and all claims, expenses, fees, or other costs associated with any such removal by AT&T.

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9.6 CUSTOMER is solely responsible for the design, engineering, testing, performance, and maintenance of the CUSTOMER Telecom Equipment used by CUSTOMER in the Physical Collocation Space. CUSTOMER may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by CUSTOMER. CUSTOMER is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in AT&T:

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9.6.1 Its fiber optic cable(s);

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9.6.2 Its CUSTOMER Telecom Equipment;

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9.6.3 CUSTOMER requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within CUSTOMER's Physical Collocation Space; and

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9.6.4 The connection cable and associated equipment which may be required within CUSTOMER's Physical Collocation Space to the point(s) of termination of that cable within CUSTOMER's Physical Collocation Space.

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9.6.5

9.6.6 (Reserved).

9.7 AT&T will allow CUSTOMER to select its own contractors for all required engineering and installation services associated with the CUSTOMER Telecom Equipment (e.g., AT&T shall not require CUSTOMER to use AT&T's internal engineering or installation work forces for the engineering and installation of the CUSTOMER Telecom Equipment). Installation of the CUSTOMER Telecom Equipment in the Dedicated Space must nevertheless comply with TR 73503, TR 73519, TR 73572 and TR 73564. CUSTOMER-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CUSTOMER contractors must meet the same requirements as CUSTOMER.

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9.7.1 (Reserved).

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9.8 In AT&T, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

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9.9 CUSTOMER is responsible for coordinating with AT&T to ensure that services are installed in accordance with a service request.

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9.10 CUSTOMER is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CUSTOMER Telecom Equipment, or any other CUSTOMER-provided facility or piece of equipment. If AT&T testing is also required, it will be provided at applicable charges.

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9.11 AT&T will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between CUSTOMER's dedicated space and AT&T Main Distribution Frame and/or other interconnection points will be installed by CUSTOMER's AT&T Approved Vendor. CUSTOMER's AT&T Approved Vendor must obtain an approved Method of Procedures (MOP) from AT&T and follow the AT&T's standards and requirements for installation of equipment and facilities. AT&T will install and stencil the termination blocks or panels at AT&T's Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to CUSTOMER.

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*9.12 Unless otherwise expressly agreed in writing AT&T will provide for all AC and DC power requirements in the Eligible Structure. CUSTOMER is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CUSTOMER Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and AT&T's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to AT&T's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by CUSTOMER represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant

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design sizing by the AT&T's is based on demand management. AT&T will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. CUSTOMER's AT&T Approved Power Installation Vendor will supply and place the power cable leads from the dedicated space to AT&T's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. AT&T will terminate CUSTOMER's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. CUSTOMER must contact the assigned AT&T Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. Billing will begin on CUSTOMER's next billing cycle and will include any prorated charges for the period from CUSTOMER's

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* This Section 9.12 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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Space Acceptance Date or Space Ready Date, whichever is appropriate, to the date the bill is issued by AT&T.

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9.12.1 CUSTOMER's AT&T Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T and follow the AT&T's standards and requirements for installation of equipment and facilities.

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9.13 Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an augment to an existing space or CFA, will not be accepted until each existing Dedicated Space or specific CFA type (i.e. DS0, DS1, Fiber, etc.) of CUSTOMER, in the requested Eligible Structure, is "efficiently used." "Efficiently used space" means all existing collocation space, caged and/or cageless, currently existing in a particular Eligible Structure, measured in "single bay" increments, except for one, must be at one hundred percent (100%) utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. "Efficiently used CFA," means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met within the reasonable judgment of AT&T.

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10. CASUALTY LOSS

10.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

10.1.1 The Dedicated Spaces are not rendered untenable in whole or in part, AT&T shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

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10.1.2 The Dedicated Spaces are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, AT&T has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CUSTOMER was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or AT&T opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CUSTOMER, within thirty (30) days following such occurrence) terminate as of the date of such damage. AT&T shall endeavor to relocate CUSTOMER equipment in alternative location, or assist CUSTOMER in developing alternative to physical location.

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10.2 Any obligation on the part of AT&T to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as originally prepared for CUSTOMER, and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CUSTOMER, or by AT&T on request of CUSTOMER; any CUSTOMER Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CUSTOMER, or by AT&T on request of CUSTOMER.

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10.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Dedicated Space e may be unaffected thereby, AT&T, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CUSTOMER ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

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11. DELIVERY INTERVALS

*11.1 The delivery interval relates to the period in which AT&T shall construct and turnover to CUSTOMER the requested Physical Collocation space. The delivery interval begins on the date AT&T receives an accurate and complete Bona Fide Firm Order (BAFO) from CUSTOMER. CUSTOMER must provide AT&T, within thirty (30) calendar days from the date of AT&T's Application Response, a BFFO or CUSTOMER application will expire. Dedicated space is not reserved until AT&T's receipt of the BFFO from CUSTOMER. The delivery interval for all forms of physical collocation (except requests for Adjacent Structure Collocation) is determined by AT&T with the variables in Table (1) below, except to the extent a state sets its own deadlines or AT&T has demonstrated to the state commission that physical collocation is not practical for technical reasons or because of space limitations. The delivery interval is determined by AT&T with the variables in Table (1) below. The delivery interval assigned will be provided to CUSTOMER by AT&T with the fifteen (15) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T from CUSTOMER will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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Table (1)

* This Section 11.1 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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Number of Applications submitted by One CUSTOMER per state				
1 – 10	15 calendar days			
11-20	25 calendar days			

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11.1.1 **AM-MI - ONLY** The delivery intervals for collocation in Michigan are those contained in MPSC Tariff 20R, Part 23, Section 4, as such intervals have been approved by the MPSC in Case U-11830.

*11.1.2 **AM-WI ONLY** The delivery intervals for collocation will be, on an interim basis, those intervals contained in PSWC Tariff 20, Part 23, Section 4. Any disputes over the interim intervals shall be resolved using the dispute resolution process. Upon receipt of Commission approval of the compliance tariffs filed in Docket No. 6720-TI-161, the collocation delivery intervals in those approved compliance tariffs shall govern this Agreement.

11.1.3 **AM-IL – ONLY** Tariff 20, Part 23, Section 4, as such delivery intervals have been approved by the ICC in Docket No. 99-0615.

Should CUSTOMER submit ten (10) or more applications within ten (10) days, the above delivery intervals will be increased by ten (10) days for every ten (10) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **AT&T** from CUSTOMER

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within a ten (10) day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each physical collocation application shall be deemed submitted no more than ten (10) days from the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) day period, each ten (10) day period shall start with a collocation application and end ten (10) days later. A subsequent ten (10) day period cannot begin until the previous ten-

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EXHIBIT 1

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(10) day period has concluded. To complete the provisioning of a collocation arrangement, AT&T must finish construction in accordance with the requesting carrier's application and turn Functional space over to the requesting carrier. However, it is expressly understood that if CUSTOMER is unable to install power cabling due to the unavailability of an incumbent LEC approved power cabling vendor, rent will not be due until such a vendor is available.

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*11.2

Deleted: For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications in a state, the delivery intervals assigned by SBC-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

11.3

For Alterations requested to Collocation Space after the initial space has been completed, AT&T will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by CUSTOMER. If additional space has been requested by CUSTOMER, AT&T will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If AT&T does not believe that construction will be completed within the relevant provisioning interval and AT&T and CUSTOMER cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, AT&T may seek an extension from the Commission.

Deleted: If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exist and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

11.6 Adjacent Structure Collocation Delivery Intervals

11.6.1

Adjacent Structures Collocation are contained in the Collocation Rates Exhibit.

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12. RE-ENTRY

12.1 Unless otherwise set forth herein, if CUSTOMER shall default in performance of any material term or condition herein, and the default shall continue for thirty (30) days

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after receipt of written notice, or if CUSTOMER is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CUSTOMER and any claiming under CUSTOMER, remove any CUSTOMER Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies AT&T might have. AT&T may exercise this authority on a Dedicated Space-by-Dedicated Space basis. AT&T may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CUSTOMER at any time thereafter.

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13. LIMITATION OF LIABILITY

13.1 (Reserved)

13.1.1 Neither party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

13.1.2 Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

13.1.3 Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

13.1.4 The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service,

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AT&T's liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

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13.1.5 AT&T shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall AT&T for its own act or omission hold liable any other carrier or customer providing a portion of a service.

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13.1.6 When CUSTOMER is provided service under this Agreement, AT&T shall be indemnified, defended and held harmless by CUSTOMER against any claim, loss or damage arising from the customer's use of services offered

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under this Agreement, involving:

13.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer’s own communications;

13.1.6.2 Claims for patent infringement arising from the customer’s acts combining or using the service furnished by AT&T in connection with facilities or equipment furnished by the customer; or

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13.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Agreement.

*13.2 Third Parties – CUSTOMER acknowledges and understands that AT&T may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of CUSTOMER; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CUSTOMER requests a cage around its equipment, the caged Dedicated Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging

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CUSTOMER’s equipment and facilities. In addition to any other applicable limitation, AT&T shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of AT&T, and regardless of whether any claimed AT&T liability arises in tort or in contract. CUSTOMER shall save and hold AT&T harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of CUSTOMER.

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14. INDEMNIFICATION OF AT&T

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14.1 In addition to any other provision hereof, CUSTOMER agrees to indemnify, defend and save harmless AT&T (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney’s fees or other expenses of any kind, arising in connection with CUSTOMER’s use of the dedicated collocation space, conduct of its business or any

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EXHIBIT 1

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activity, in or about the dedicated collocation space, performance of any terms of this Agreement, or any act or omission of CUSTOMER (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees).

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*14.2 Third Parties - CUSTOMER acknowledges and understands that AT&T may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CUSTOMER; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CUSTOMER requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CUSTOMER's equipment and facilities. In addition to any other applicable limitation, AT&T shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of AT&T, whether any claimed

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AT&T liability arises in tort or in contract, as directly attributable to lapses in AT&T's building security. CUSTOMER shall save and hold AT&T harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Others acting for, through, or as a result of CUSTOMER.

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15. OSHA STATEMENT

15.1 CUSTOMER, in recognition of AT&T's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of AT&T with all federal, state and local laws, safety and health regulations relating to the dedicated collocation space which CUSTOMER has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold AT&T harmless for any judgments, citations, fines, or other penalties which are assessed against AT&T as the result of CUSTOMER's failure to comply with any of the foregoing. AT&T, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the dedicated collocation space which AT&T has agreed to maintain pursuant hereto.

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16. NOTICES

* This Section 14.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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16.1 Except in emergency situations, AT&T shall provide CUSTOMER with written notice five (5) business days prior to those instances where AT&T or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.

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16.2 AT&T will inform CUSTOMER by telephone of any emergency-related activity that AT&T or its subcontractors may be performing in the general area of the Dedicated Space occupied by CUSTOMER or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CUSTOMER as soon as reasonably possible so that CUSTOMER can take any action required to monitor or protect its service.

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16.3 AT&T will provide CUSTOMER with written notification within ten (10) business days of any scheduled AC or DC power work or

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related activity in the Eligible Structure that will cause an outage or any type of power disruption to CUSTOMER Telecom Equipment. AT&T shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CUSTOMER Telecom Equipment.

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16.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to AT&T:

AT&T Local Contract Manager - Collocation
600 North 19th Street, 10th Floor
Birmingham, AL 35203

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Deleted: 311 S. Akard St.

Deleted: Dallas, TX 75202-5398

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and

Business Markets Attorney
Suite 4300
675 W Peachtree Street
Atlanta, GA 30375
Fax Number: 404.614.4054

If to CUSTOMER:

CUSTOMER

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Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

16.5

17. INSURANCE

17.1 CUSTOMER shall furnish AT&T with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by CUSTOMER. AT&T shall be named as an ADDITIONAL INSURED on general liability policy.

Deleted: Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows: ¶

¶ If to SBC-8STATE . . . ICSC¶
- - - . Attn: Kathy Smith¶
- - - . 2180 N. Glenville Dr., 2nd Floor¶
Richardson,

TX 75082¶
¶ If to SBC-AMERITECH . Account Manager - Collocation¶
- - - . 350 N. Orleans St.¶
- - - . 5th Floor¶
- - - . Chicago, IL 60654 . . . ¶
¶

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

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*17.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, CUSTOMER must maintain all Risk Property coverage on a full replacement cost basis insuring all of CUSTOMER's personal property situated on or within the Eligible Structure. CUSTOMER releases AT&T from and waives any and all right of recovery, claim, action or cause of action against AT&T, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CUSTOMER or located on or in the space at the request of CUSTOMER when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, excluding negligence of AT&T, its agents, directors, officers, employees, independent contractors, and other representatives.

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17.1.2 The limits for insurance set forth in the General Terms and Conditions of

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EXHIBIT 1

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this Agreement may be increased by AT&T from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing AT&T structure.

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17.1.3 All policies purchased by CUSTOMER shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T.

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17.1.4 All insurance must be in effect on or before Space Acceptance

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Date or Space Ready Date as appropriate and shall remain in force as long as any of CUSTOMER's equipment or other CUSTOMER facilities or equipment remains within the Eligible Structure.

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17.1.5 CUSTOMER shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, AT&T's obligation to turn over the Physical Collocation Space to CUSTOMER or to permit any CUSTOMER-designated subcontractors into the Eligible Structure. CUSTOMER shall arrange for AT&T to receive thirty-(30) calendar day's advance written notice from CUSTOMER's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

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17.1.5.1 CUSTOMER shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:

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AT&T
Attn: Risk Management Office – Finance
17F54 AT&T Midtown Center
675 W. Peachtree Street
Atlanta, GA 30375

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17.1.6 CUSTOMER must also conform to recommendations made by AT&T's Property Insurance Company, if any, unless a recommendation is also applicable to AT&T and AT&T does not so conform in the Eligible Structure where the Physical Collocations space is located.

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17.1.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

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18. PROTECTION OF SERVICE AND PROPERTY

18.1 AT&T shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

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*18.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, CUSTOMER must maintain all Risk Property coverage on a full replacement cost basis insuring all of CUSTOMER's personal property situated on or within the Eligible Structure. CUSTOMER releases AT&T from and waives any and all right of recovery, claim, action or cause of action against AT&T, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CUSTOMER or located on or in the space at the request of CUSTOMER when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin except as provided in this Appendix. Property insurance on CUSTOMER's fixtures and other personal property shall contain a waiver of subrogation against AT&T, and any rights of CUSTOMER against AT&T for damage to CUSTOMER's fixtures or personal property are hereby waived except as provided in this Appendix. CUSTOMER may also elect to purchase business interruption and contingent business interruption insurance, knowing the limitation of liability in this Appendix for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

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18.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

18.3 Except as may otherwise be provided:

* This Section 18.1.1 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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18.3.1 AT&T and CUSTOMER shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

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18.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

18.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

18.4 AT&T shall use electronic access controls to protect all spaces which house or contain CUSTOMER equipment or equipment enclosures, but if electronic controls are not available, AT&T shall either furnish security guards at those AT&T locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, AT&T shall permit CUSTOMER to install monitoring equipment in the collocation space to carry data back to CUSTOMER's work center for analysis. CUSTOMER agrees that CUSTOMER is responsible for problems or alarms related to CUSTOMER's equipment or equipment enclosures located on AT&T's Dedicated Space.

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18.5 AT&T shall furnish CUSTOMER with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CUSTOMER. The CUSTOMER must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are AT&T security guards.

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18.6 CUSTOMER shall comply with the security and safety procedures and requirements of AT&T, including but not limited to sign-in, and identification.

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18.7 AT&T shall furnish CUSTOMER with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CUSTOMER space in central offices. In the event of an emergency, CUSTOMER shall contact a SPOC provided by AT&T for access to spaces which house or contain CUSTOMER equipment or equipment enclosures.

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18.8 AT&T shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CUSTOMER equipment or equipment enclosures.

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18.9 AT&T shall use best efforts to provide notification within two (2) hours to designated CUSTOMER personnel to indicate an actual security breach.

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18.10 AT&T shall be responsible for the security of the Eligible Structure. If a security issue arises or if CUSTOMER believes that AT&T's security measures are unreasonably lax, CUSTOMER shall notify AT&T and the Parties shall work together to address the problem. AT&T shall, at a minimum, do the following:

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18.10.1 Where a cage is used, AT&T shall design collocation cages to prevent unauthorized access; provided, however, that CUSTOMER realizes and assents to the fact that the cage will be made of wire mesh.

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18.10.2 AT&T shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to AT&T's employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. AT&T shall require all persons entering the collocation areas to wear identification badges.

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18.10.3 AT&T shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to CUSTOMER, along with a positive key control system for each of CUSTOMER's caged Dedicated Space. AT&T shall respond immediately to reported problems with CUSTOMER's key cards.

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18.10.4 In emergency situations common courtesy will be extended between CUSTOMER and AT&T's employees, including the provision of first aid and first aid supplies.

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18.11 CUSTOMER shall limit access to CUSTOMER employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

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19. MISCELLANEOUS

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19.1 Variations – In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by AT&T shall control.

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19.2 Governing Law – This Agreement shall be governed by the laws of the State in which the dedicated collocation space is located, without regard to the choice of law principles thereof.

19.3 Joint and Several – If CUSTOMER constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

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19.4 Future Negotiations – AT&T may refuse requests for space in an Eligible structure if CUSTOMER is in material breach of this Agreement, including, but not limited to, having any undisputed past due charges hereunder. In any and each such event,

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CUSTOMER hereby releases and holds AT&T harmless from any duty to negotiate with CUSTOMER or any of its Affiliates for any additional space or physical collocation with respect to each State where such breach occurred or otherwise relates.

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- 19.5 Severability – With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of AT&T and CUSTOMER shall be construed accordingly.

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- 19.6 Paragraph Headings and Article Numbers – The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

- 19.7 Entire Agreement – This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation,

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promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

- 19.8 No Third Party Beneficiaries – Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.
- 19.9 Construction – This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.
- 19.10 Multiple Originals – This Agreement may be executed in multiple copies, each of which shall be deemed an original.
- 19.11 Waver of Obligations

19.11.1 Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

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- 19.11.2 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, with respect to the other Party or to one or more other Collocators.

- 19.12 Rights of Review with Remedies – The parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment if any agency reconsideration and/or court review results in changes in FCC 99-48).

- 19.13 Rights Cumulative – The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

- 19.14 Binding Effect – This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

- 19.15 Impossibility of Performance – Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, CUSTOMER’s authorized agents and contractors will comply with the Emergency Operating Procedures established by AT&T.

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19.16 Survival – The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

19.17 Successors Bound – The conditions and agreements contained herein shall bind and inure to the benefit of AT&T, CUSTOMER, and their respective successors and, except as otherwise provided herein, assigns.

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19.18 (Reserved).

19.19 Non-Exclusive Remedies – No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

19.20 Assignment – CUSTOMER shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of AT&T which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable

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at the option of AT&T including subleased or shared caged physical collocation arrangements.

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20. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

20.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement, The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that that General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and consistent with Applicable Law.

EXHIBIT 1

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	Upon the written request of Collocator, <u>SBC-13STATE</u> shall consider an application for collocation space submitted prior to receiving the approval of this Interconnection Agreement. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by <u>SBC-13STATE</u> . To the extent that <u>SBC-13STATE</u> has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by <u>SBC-13STATE</u> .	
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	3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, <u>SBC-13STATE</u> will not process service orders for interconnection or access to UNEs. However, the	
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	requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over and accepted by Collocator in accordance with section 3.3 of this Appendix.	
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	3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, <u>SBC-13STATE</u> will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over and accepted by Collocator in accordance with section 3.3 of this Appendix.	
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	3.2.2.3 Unless otherwise mutually agreed by the Parties, if the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by <u>SBC-13STATE</u> and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.	
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EXHIBIT 1

The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

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Physical Collocation Application (as defined in paragraph 5.2)

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Page 36: [10] Deleted If the Collocator has not provided <u>SBC-13STATE</u> such response and payment by the twelfth (12) calendar day after the date <u>SBC-13STATE</u> notified Collocator its request has been granted, the application will be canceled.	Jim Tamplin	12/19/2007 9:15 PM
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For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

The delivery interval is determined by **SBC-13STATE** with the variables in Table (2) below. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten- (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (2)

Number of Applications submitted by One Collocator per state or metering region	Necessary Elements such as Racking and Power are in place	Necessary Elements such as Racking and Power are not in place
1 – 10	30 calendar days	60 calendar days

EXHIBIT 1

11-20	35calendar days	65 calendar days
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Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each physical collocation application shall be deemed submitted no more than ten (10) business days from the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) business day period, each ten (10) business day period shall start with a collocation application and end ten (10) business days later. A subsequent ten- (10) business day period cannot begin until the previous ten- (10) business day period has concluded.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

11.4 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

- 11.5 **SBC-13STATE** will provide to Collocator reasonable access to its designated collocation space while **SBC-13STATE** prepares the space for collocation. **SBC-13STATE** and the Collocator will come to an agreement regarding Collocator inspection visits during the construction of the Physical Collocation space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.