

limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

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 23, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **AT&T-STATE** 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

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to ~~the~~ and only ~~to~~ the **AT&T-STATE** ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

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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 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by **AT&T-STATE**, as such tariffs may be modified from time to time.

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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.

2.7 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 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, ~~and services and Lawful Unbundled Network Elements~~ as a total arrangement and it is intended to be nonseverable.

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2.9 Incorporation by Reference

- 2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this 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 this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

- 2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by ~~AT&T-STATE~~ but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). ~~AT&T-STATE~~ 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 ninety (90) calendar days after the date of such notice, a Party may pursue its rights under Section 12.

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- 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 provided that the Parties shall comply with all obligations which exist

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under Applicable Law. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in [REDACTED] ("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.

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 states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

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 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 12.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein ~~except for the Out of Exchange Appendix~~, **AT&T-STATE**'s obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which **AT&T-STATE** is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that [REDACTED] is operating and offering service to [REDACTED] End Users identified to be residing in such ILEC Territory; and

2.12.1.2 assets that **AT&T-STATE** owns or leases and which are used in connection with **AT&T-STATE**'s provision to [REDACTED] of any Interconnection, Resale Services, Lawful Unbundled 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").

2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which **AT&T-STATE** agrees to provide [REDACTED] with access to Lawful Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, **and/or** Interconnection under Section 251(c)(2) of the Act **and/or** Resale under Section 251(c)(4) of the Act in **AT&T-STATE**'s incumbent local exchange areas for the provision of [REDACTED] Telecommunications Services. The Parties acknowledge and agree that **AT&T-STATE** is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, **and/or** Interconnection under Section 251(c)(2) of the Act **and/or** Resale under Section 251(c)(4) of the Act to [REDACTED] in **AT&T-STATE**'s incumbent local

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exchange areas. ~~AT&T-STATE~~ has no obligation to provide such Lawful UNEs, Collocation, ~~and/or~~ Interconnection ~~and/or~~ Resale, to for the purposes of providing and/or extending service outside of ~~AT&T-STATE~~'s incumbent local exchange areas. In addition, ~~AT&T-STATE~~ is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, ~~and/or~~ Interconnection under Section 251(c)(2) of the Act ~~and/or~~ Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than ~~AT&T-STATE~~'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in ~~AT&T-STATE~~'s current Interconnection Agreement, and any associated provisions set forth elsewhere in 's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, ~~and/or~~ Interconnection under Section 251(c)(2) of the Act ~~and/or~~ Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to for provisioning telecommunication services within an ~~AT&T-STATE~~ incumbent local exchange area(s) in the State in which 's current Interconnection Agreement with ~~AT&T-STATE~~ has been approved by the relevant state Commission and is in effect.

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2.12.14 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by ~~AT&T-STATE~~ under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

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2.13 Affiliates

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

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2.14 This Agreement sets forth the terms and conditions pursuant to which ~~AT&T-STATE~~ agrees to provide with Interconnection, ~~access to~~ Lawful UNEs, ~~and~~ Collocation and Resale in ~~AT&T-STATE~~'s incumbent local exchange areas for the provision of 's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that ~~AT&T-STATE~~ is only obligated to make available Interconnection, Lawful UNEs, ~~and~~ Collocation and Resale to in ~~AT&T-STATE~~'s incumbent local exchange areas. ~~AT&T-STATE~~ has no obligation to provide Lawful UNEs, Collocation and Resale to for the purposes of providing and/or extending service outside of ~~AT&T-STATE~~'s incumbent local exchange areas. In addition, ~~AT&T-STATE~~ is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of

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AT&T-STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in the **AT&T-STATE**'s current Interconnection Agreement (including but not limited to the associated Interconnection, Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to **AT&T-STATE** for provisioning services within an **AT&T-STATE** incumbent local exchange area(s) in the State in which the **AT&T-STATE**'s Interconnection Agreement has been approved by the Commission and is in effect.

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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 or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). **AT&T-STATE** will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that **AT&T-STATE** is required to provide to **AT&T-STATE** under this Agreement unless and until: (i) **AT&T-STATE** provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to **AT&T-STATE**'s proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following **AT&T-STATE**'s exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

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4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Intentionally Omitted.
- 4.2 **AT&T-STATE** and **AT&T-STATE** shall each use their best efforts to meet the Interconnection Activation Dates.
- 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 standard format compatible with **AT&T-STATE**'s network as referenced in Telcordia 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 **customers and** End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its **customers and** End Users and to other Telecommunications Carriers.

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5. INSURANCE

5.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

5.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for

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Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

- 5.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 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; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$1,000,000 are also required if this Agreement involves collocation or structure access. **AT&T-STATE**, its affiliates, officers, agents and employees, shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of **AT&T-STATE**. The liability policies shall be primary and non-contributory from any insurance that is maintained by **AT&T-STATE**.
- 5.1.3 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.
- 5.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section.
- 5.1.5 The Parties agree that companies affording the insurance coverage required under this Section shall have a rating of A or better and a Financial Size Category rating of VIII 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.
- 5.1.6 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.
- 5.1.7 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:
- 5.1.7.1 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
- 5.1.7.2 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
- 5.1.7.3 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.
- 5.1.8 This Section 5.1 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.

- 5.2 Simultaneously with **INTRADO**'s execution of this Agreement, **INTRADO** shall insert its appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

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6.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CESTO-CLEC to carrier Mass Migration. ~~As a Party to this Agreement, shall provide AT&T-STATE with ninety (90) calendar days advance written notice of any~~ to carrier Mass Migration. ~~Its written notice shall include the anticipated effective date of the assignment or transfer. The acquiring carrier must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring carrier may be required to tender additional assurance of payment if requested under the terms of the acquiring carrier's agreement.~~

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6.4.2 Both carriers involved in any ~~to carrier Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to~~ End Users. The acquiring carrier shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring carrier's agreement. In addition, the acquiring carrier shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

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6.5 Project Coordination

6.5.1 ~~AT&T-STATE~~ will provide project management support to effectuate changes of the types identified in Section 6.5.2.

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6.5.2 ~~AT&T-STATE~~ will provide project management support to minimize any possible service outages during any ~~to carrier Mass Migration. Should AT&T-STATE's most current version of ASOR or other relevant ordering guidelines not support the required order activity, AT&T-STATE will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that~~ provides to ~~AT&T-STATE~~ any and all information ~~AT&T-STATE~~ reasonably requests to effectuate such changes.

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6.6 ~~When an End User changes its service provider from AT&T-STATE to or from to AT&T-STATE 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.~~

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Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4001:1-5-12, 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.

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- 6.10 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.
- 6.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 6.12 ~~This Agreement contains comprehensive OSS terms and conditions; however, [redacted] represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.~~
- 6.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

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7. EFFECTIVE DATE, TERM AND TERMINATION

- 7.1 ~~[redacted]~~
- 7.2 ~~[redacted]~~ The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire three (3) years from the Effective Date ("Term").
- 7.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled 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 forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 7.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

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- 7.3.1 ~~[redacted]~~

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7.4 [REDACTED] may terminate the Agreement by [REDACTED] AT&T-STATE [REDACTED] after the [REDACTED] of this Agreement. [REDACTED] shall be liable for termination of this Agreement [REDACTED] obligations under [REDACTED].

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7.6 If either Party serves [REDACTED] of [REDACTED] shall have ten (10) calendar days to provide **AT&T-OHIO STATE** written confirmation [REDACTED] if [REDACTED] wishes to pursue a successor agreement with **AT&T-OHIO STATE** or terminate its agreement. [REDACTED] shall identify the action to be taken [REDACTED] each [REDACTED] applicable [REDACTED] state(s). If [REDACTED] wishes to pursue a successor agreement with **AT&T-OHIO STATE**, [REDACTED] shall attach to its written confirmation or [REDACTED] of [REDACTED], as applicable, a written request to commence negotiations with **AT&T-OHIO STATE** under Sections 251/252 of the Act and identify each of the state(s) [REDACTED] the successor agreement will [REDACTED]. Upon receipt of [REDACTED] Section 252(a)(1) request, the Parties shall commence good faith negotiations [REDACTED] a successor agreement.

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7.7 [REDACTED]

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7.8 [REDACTED]

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~~... shall cooperate in good faith to effect an orderly transition of service under this Agreement. LEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users transitioned to a new LEC by the expiration or termination date of this Agreement.~~

7.9 ~~... shall cooperate in good faith to effect an orderly transition of service under this Agreement. LEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users transitioned to a new LEC by the expiration or termination date of this Agreement.~~

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7.10 ~~... shall cooperate in good faith to effect an orderly transition of service under this Agreement. LEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users transitioned to a new LEC by the expiration or termination date of this Agreement.~~

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8. **INTENTIONALLY OMISSION OF END USER FRAUD**

8.1 ~~Intentionally Omitted, AT&T shall not be liable to LEC for any fraud associated with LEC End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT) *that is not attributable to AT&T*. ABT 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 ABT calls: calling card, collect, and third number billed calls.~~

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

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8.3 ~~In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 8.2 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.~~

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8.4 ~~Intentionally Omitted, AT&T shall not be liable to LEC for any fraud associated with LEC End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT) *that is not attributable to AT&T*. ABT 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 ABT calls: calling card, collect, and third number billed calls.~~

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- 8.4.4 AT&T-TEXAS will use the Fraud Monitoring System to identify potential occurrences of fraud. STATE OHIO understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. STATE OHIO understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. STATE OHIO understands and agrees that it will also need to determine what, if any, action STATE OHIO should take as a result of a Fraud Monitoring System alert.
- 8.4.30 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

9. ASSURANCE OF PAYMENT

- 9.1 Upon request by AT&T-STATE OHIO, STATE OHIO will provide AT&T-STATE OHIO with adequate assurance of payment of amounts due (or to become due) to AT&T-STATE OHIO.
- 9.2 Assurance of payment may be requested by AT&T-STATE OHIO if:
- 9.2.1 at the Effective Date STATE OHIO had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T-STATE OHIO for charges incurred as a STATE OHIO or
- 9.2.2 in AT&T-STATE OHIO's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of STATE OHIO. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about STATE OHIO that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
- 9.2.3 STATE OHIO fails to timely pay a bill rendered to STATE OHIO by AT&T-STATE OHIO (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which STATE OHIO has complied with all requirements set forth in Section 11.3); or
- 9.2.4 STATE OHIO admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 9.3 Unless otherwise agreed by the Parties, the assurance of payment will consist of
- 9.3.1 a cash security deposit in U.S. dollars held by AT&T-STATE OHIO ("Cash Deposit") or
- 9.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-STATE OHIO naming the AT&T-owned ILEC(s) designated by AT&T-STATE OHIO as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to AT&T-STATE OHIO ("Letter of Credit").
- 9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-STATE OHIO, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T-STATE OHIO under this Agreement.
- 9.4 To the extent that AT&T-STATE OHIO elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

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- 9.5 A Cash Deposit will accrue interest, however, **AT&T-STATE OHIO** will not pay interest on a Letter of Credit.
- 9.6 **AT&T-STATE OHIO** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 9.6.1 **STATE OHIO** owes **AT&T-STATE OHIO** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 9.6.2 **STATE OHIO** admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 9.6.3 The expiration or termination of this Agreement.
- 9.7 If **AT&T-STATE OHIO** draws on the Letter of Credit or Cash Deposit, upon request by **AT&T-STATE OHIO**, **STATE OHIO** will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 9.3.
- 9.8 Notwithstanding anything else set forth in this Agreement, if **AT&T-STATE OHIO** makes a request for assurance of payment in accordance with the terms of this Section, then **AT&T-STATE OHIO** shall have no obligation thereafter to perform under this Agreement until such time as **STATE OHIO** has furnished **AT&T-STATE OHIO** with the assurance of payment requested; provided, however, that **AT&T-STATE OHIO** will permit **STATE OHIO** a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 9.8.1 If **STATE OHIO** fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **AT&T-STATE OHIO** may also invoke the provisions set forth in Section 11.5 through Section 11.7.
- 9.9 A cash deposit held by **AT&T-STATE OHIO** shall be returned to **STATE OHIO** at the expiration of twelve months from the date the **STATE OHIO** receives its first bill under this Agreement after paying the cash deposit, so long as **STATE OHIO** made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If **STATE OHIO** does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether **STATE OHIO** has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.
- 9.10 The fact that a Cash Deposit or Letter of Credit is requested by **AT&T-STATE OHIO** shall in no way relieve **STATE OHIO** from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

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10. BILLING AND PAYMENT OF CHARGES

- 10.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, **Resale Services, Lawful Unbundled Network Elements**, Collocation, 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.

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