

**NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE**

Page _____ of _____

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, _____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE. NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received: _____
Date Modification Accepted: _____
By: _____
Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

Name of Licensee

By: _____

Title: _____

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement #: _____
 _____ (Applicant)
 _____ (Address)

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, _____ notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, _____) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC./TAGS RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
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13				
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15				

S W B T	Date Notification Received: _____
	Date Modification Accepted: _____
	By: _____
	Discontinued: _____
	Total Duct Footage: _____

 (Applicant)
 By: _____
 (Name of Authorized Agent)
 Title: _____
 (Title of Authorized Agent)



Southwestern Bell
Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, _____) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
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12					
13					
14					
15					

**SKETCH OF
UNAUTHORIZED
ATTACHMENTS**

ATTACHED

Date Notification Sent: _____

Name of Applicant

By: _____

Title: _____

ATTACHMENT 14: LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY

1. Provision of Local Number Portability

1.1 AT&T and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

2. Location Routing Number - Permanent Number Portability (LRN-PNP)

2.1 AT&T and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines, and other Industry guidelines as provided for in Section 2.2 of this Attachment.

2.2 Requirements for LRN-PNP

2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2.2 LRN-PNP employs an "N-1" Query Methodology.

2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an LNP database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an LNP database query and pass the call to the appropriate terminating carrier.

2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, AT&T may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that AT&T's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service AT&T provides its own customers and end-users, and that queries to NXXs where the first number has not been ported are not charged to the "N-1" Carrier.

- 2.2.4 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.2.5 If a Party chooses not to fulfill its N-1 carrier responsibility, The other party will perform queries, on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 2.2.6 The party not performing its N-1 responsibilities shall be responsible for payment of charges to the other party for any queries made on the N-1 carrier's behalf, pursuant to the terms and conditions set forth in CFR 47, Section 52.33 and based upon rates filed and approved in applicable AT&T tariffs, when one or more telephone numbers have been ported in the called telephone number's NXX.
- 2.2.7 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

- 2.3.1 AT&T and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 2.4.2 Both Parties agree to provide, a Firm Order Confirmation (FOC) within industry defined time frames when an LSR is sent to one Party by the other Party.
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

3. Requirements for PNP

3.1 LNP Process

- 3.1.1 AT&T and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both AT&T and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to

exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

- 3.1.2 AT&T and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and AT&T recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.
- 3.1.5 The Party from whom a number is porting will set the 10-digit trigger, at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.
- 3.1.6 Provisioning of Order Coordination and FDT Orders:
 - 3.1.6.1 AT&T offers an optional Order Coordination service, as set forth in this Attachment and Attachment 27A, Additional Operational Support, Section 2.2, that permits CLEC to request AT&T to hold translations in the donor switch until CLEC gives verbal instruction to implement the porting. When CLEC orders Order Coordination service, AT&T shall charge and CLEC agrees to pay for service at the "additional time and material" rates set forth in the applicable Pricing Schedule .
 - 3.1.6.2 AT&T agrees that CLEC may use AT&T Frame Due Time (FDT) process or Order Coordination process for migration requests on unbundled 2-wire Loops with LNP.
 - 3.1.6.3 CLEC shall order these services from AT&T by delivering to AT&T a valid Local Service Request (LSR), and AT&T shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.
 - 3.1.6.4 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If AT&T cannot comply

with the request, in its FOC, AT&T will designate a due date that AT&T commits to meet.

3.1.6.5 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

3.1.6.6 AT&T shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between AT&T main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by AT&T no later than 24 hours prior to the cut. If AT&T finds problems during pre-testing, AT&T shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

3.1.6.7 For Order Coordination orders, CLEC shall call AT&T to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.

3.1.6.8 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into Attachment 17 of this Agreement.

3.2 Obligations of Parties

3.2.1 When purchasing the SPNP Database Query, CLEC will access AT&T facilities via an SS7 link: the applicable AT&T - Access Service Tariff, to the AT&T STP.

3.2.2 When CLEC requests that an NXX in an LRN capable AT&T switch become portable, The Parties shall follow the industry standard LERG procedure.

3.2.3 The Parties shall be certified by the Regional NPAC prior to scheduling Inter-company testing of PNP.

3.2.4 The Parties shall adhere to AT&T Local Service Request (LSR) format and PNP due date intervals.

3.3 Intentionally Left Blank.

3.4 Limitations of Service

3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term "Official Communications Service (OCS)" means the internal telephone numbers used by AT&T or CLEC.

3.4.2 Telephone numbers can be ported only within AT&T rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.4.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN.

3.5 Mass Calling

3.5.1 Both AT&T and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria and the LNPA Working Group High Volume Call-In Report to the NANC of February 18, 1998, subject to technical feasibility, until such time as they may be modified by NANC or the FCC.

3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, AT&T shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor – Lucent Technologies, Inc.]

3.7 Porting of DID Block Numbers

3.7.1 AT&T and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 AT&T and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block.

4. Pricing

4.1 The Parties agree that FCC approved rates in the applicable AT&T Access Services Tariff are applicable to the pricing of PNP queries.

4.2 The parties agree not to charge for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the cost associated with LNP.

5. Reservation of Rights/Intervening Law

5.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Attachment 15: E911 sets forth the terms and conditions under which AT&T will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1.0 DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service or E911 Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 1.2 **E911 Universal Emergency Number Service Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Automatic Number Identification (ANI)** - The telephone number associated with the access line from which a call to 911 originates.
- 1.5 **Automatic Location Identification (ALI)** - The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 1.6 **Selective Routing (SR)** - means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 1.7 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or Automatic Location Identification (ALI) E911 systems.

- 1.8 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.
- 1.9 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 1.10 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 1.11 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 1.12 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 1.13 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.0 **AT&T RESPONSIBILITIES**

- 2.1 AT&T shall provide and maintain equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when AT&T is the 911 Service Provider AT&T shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and AT&T is the 911 Service Provider. This shall include the following:
- 2.1.1 CLEC shall order and AT&T shall provide 911 trunks in accordance with industry standards, and AT&T shall provide such trunks within a minimum of 20 business days upon receipt of a clean and accurate ASR from CLEC. Pursuant to these guidelines an expedite request on 911 trunks will not be granted to CLEC.
- 2.2 Call Routing
- 2.2.1 AT&T will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 2.2.2 AT&T will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AT&T will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by CLEC, but no ANI record is found in the E911 DBMS, AT&T will report this "No Record Found" condition to CLEC in accordance with NENA standards.

2.3 Facilities and Trunking

- 2.3.1 AT&T will provide to CLEC the Trunk Group Design Guide ("TGDG") via CLEC On-line documentation. The TGDG will provide specific information on Selective Routers for each rate center where AT&T is the E911 Service Provider, to assist CLEC in designing its E911 trunk groups.
- 2.3.2 AT&T shall provide and maintain sufficient dedicated E911 trunks from AT&T's selective router ("SR") to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 2.3.3 AT&T will provide facilities to interconnect CLEC as specified in the Interconnection Trunking Requirements (ITR) and Network Interconnection Methods (NIM) Appendices of this agreement. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.
- 2.3.4 Intentionally Left Blank.
- 2.3.5 AT&T and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T SR(s).

2.4 Database

- 2.4.1 Where AT&T manages the E911 database, AT&T shall store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 2.4.2 AT&T shall coordinate access to the AT&T E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
- 2.4.3 AT&T's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 2.4.4 Where AT&T manages the E911 Database, AT&T's E911 Database shall accept electronically transmitted files that are based upon NENA standards.
- 2.4.5 Where AT&T manages the E911 Database, AT&T shall provide CLEC with a file containing the Master Street Address Guide (MSAG) at prices outlined in the Price Schedule, which covers CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis as outlined in the Price Schedule. The MSAG will specify valid address ranges covering areas served by CLEC. Such files will be provided in electronic format (either via email or CD).
- 2.4.6 Where AT&T manages the DBMS, AT&T shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.0 CLEC RESPONSIBILITIES

3.1 Call Routing

- 3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AT&T SR office of the E911 system, where AT&T is the 911 Service Provider.
- 3.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T 911 Selective Router.

3.2 Facilities and Trunking

- 3.2.1 CLEC shall provide interconnection with each AT&T 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 3.2.2 CLEC may place its 911 traffic on facilities that CLEC has leased from an underlying carrier.
- 3.2.3 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 3.2.4 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each AT&T 911 SR, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AT&T SR.
- 3.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AT&T 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 3.2.7 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Authority or State PUC. If required by the E911 Authority or State PUC, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
- 3.2.8 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T 911 SR.
- 3.2.9 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.2.10 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from AT&T.

3.2.11 CLEC will cooperate with AT&T to promptly test all 911 trunks and facilities between CLEC's network and the AT&T 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties. CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AT&T will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising AT&T of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T will refer network trouble to CLEC if no defect is found in AT&T's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.2.11 CLEC is responsible for ordering a separate E911 trunk group from AT&T for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 Trunk group shall be established to handle multiple NPAs within the Local Exchange Area or LATA. If the E911 network does not the appropriate technology available, a SS7 trunk group shall be established per NPA within the Local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA 911.

3.3 Database

3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T for inclusion in AT&T's DBMS on a timely basis. AT&T and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records based on established NENA standards.

3.3.1 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

3.3.2 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

3.3.3 CLEC is responsible for providing AT&T updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T 911 DBMS.

3.3.4 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

3.4.1 CLEC shall be responsible for collecting from its retail End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 fees and surcharges on a per line

basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

4.0 Intentionally Left Blank.

5.0 RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated AT&T 911 Selective Router(s).

6.0 METHODS AND PRACTICES

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the principles expressed in the recommended standards published by NENA.

7.0 CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing E911 service.

7.2 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T and CLEC. These specifications shall be documented in the CLEC Users Guide to E911 for Facility based Providers.

8.0 BASIS OF COMPENSATION

8.1 Compensation to AT&T for provision of connection to E911 service provided hereunder will be based upon the charges set forth in the Pricing Appendix. To the extent a rate associated with an interconnecting trunk group is not set forth in the pricing appendix the rate shall be as set forth in the appropriate AT&T intrastate Access service Tariff or AT&T's FCC No. 1 Tariff.

8.2 Intentionally Left Blank.

8.3 Charges will begin on the date connection to E911 service commences.

9.0 MONTHLY BILLING

9.1 AT&T will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 8.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

10.0 INDEMNIFICATION LIABILITY

10.1 The matters addressed in this Attachment are subject to the limitation of liability and indemnification provisions set forth in the General Terms and Conditions of this Agreement.

AT&T's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. AT&T shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

ATTACHMENT 16: NETWORK SECURITY

1.0 NETWORK SECURITY

1.1 Protection of Service and Property

- 1.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, AT&T agrees to take the following reasonable and prudent steps, including but not limited to:
 - 1.1.2 AT&T will provide access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment, only to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by AT&T.
 - 1.1.3 AT&T will follow mutually agreed upon notification procedures in the event it becomes necessary for a AT&T employee to enter into the exclusive CLEC collocated space except in an emergency situation in which AT&T will immediately have the ability to enter into CLEC's collocated space notifying CLEC as soon as possible.
 - 1.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.
 - 1.1.5 Allowing CLEC, where CLEC is Physically collocated, to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as AT&T has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
 - 1.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
 - 1.1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as AT&T provides to itself.
 - 1.1.8 Limiting the keys used in AT&T's keying systems for cages which contain or house CLEC equipment or equipment enclosures to AT&T's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. AT&T will change locks at CLEC's request; the expense will be born by CLEC. The expense will be borne by AT&T where a security breach has occurred and in that circumstance AT&T failed to meet the obligations of subsection 1.1.7 of this Attachment.

- 1.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.
- 1.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures
- 1.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after AT&T has become aware of such actual or attempted security breach.
- 1.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency
- 1.1.13 In the event that Attachment 13 Appendix Collocation addresses any matter also covered by this Article, the provisions of Appendix Collocation prevail.

2.0 RESERVATION OF RIGHTS/INTERVENING LAW

- 2.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 17: PERFORMANCE MEASUREMENTS

- 1.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective state Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T pursuant to Commission order.

ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING

This Attachment 18: Directory Assistance Listing Information sets forth terms and conditions for which AT&T agrees to license its Dialing Parity Directory Listings (DPDL) to CLEC.

1. INTRODUCTION

- 1.1 AT&T owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 CLEC, or its agent, wishes to provide DA service to CLEC's End Users and therefore wishes to load its databases with directory assistance listings contained in AT&T's DA database.
- 1.3 Inasmuch as AT&T provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), AT&T's database also contains directory assistance listing information for other ILEC and CLEC End Users.

2. SERVICE PROVIDED

- 2.1 AT&T agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.1 AT&T shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.2 AT&T shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's database. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.
- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

4. ASSIGNMENT

4.1 The directory assistance listings provided by AT&T shall remain the property of AT&T. CLEC, or its third party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

5. SUBCONTRACTING OF DIRECTORY ASSISTANCE SUBSCRIBER LISTINGS

5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory service subscriber listing information to its DA. In compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

6. TERMS OF ATTACHMENT

6.1 AT&T will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

7. LIABILITY

7.1 AT&T makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors, and omissions, if any. AT&T makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

7.2 CLEC hereby releases AT&T from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Attachment, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

8. PRICING

8.1 The prices at which AT&T agrees to provide CLEC with Dialing Parity Directory Listings (DPDL) are contained in the Pricing Schedule.

9. RESERVATION OF RIGHTS/INTERVENING LAW

9.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth AT&T's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1. INTRODUCTION

- 1.1 AT&T publishes White Pages directories for geographic local service areas in which CLEC may also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its End User Customers in the appropriate AT&T White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's End User Customers of the White Pages directories that include listings of CLEC's End User customers.
- 1.3 AT&T will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2. SERVICE PROVIDED

- 2.1 Subject to AT&T's practices, as well as the rules and regulations applicable to the provision of WP directories, AT&T will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules regulations and AT&T practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T listings database, CLEC will receive for its End User, one primary listing in the AT&T WP directory and a listing in AT&T's directory assistance database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.
 - 2.1.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, AT&T will assess CLEC a monthly charge for such listings at the applicable AT&T tariff rates. An additional monthly charge at AT&T' tariff rate applies when CLEC wishes to list an End User in AT&T's directory assistance database but does not wish to have its End User listed in AT&T's WP directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T's WP directory for a monthly charge at the applicable AT&T tariff rate for those non-published, non-listed services.
 - 2.1.2.1 Intentionally Left Blank
- 2.2 CLEC will furnish to AT&T subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T may require to prepare and print the alphabetical listings of said directory.
- 2.3 Intentionally left blank.
- 2.4 CLEC will provide accurate subscriber listing information of its subscribers to AT&T via a mechanical or manual feed of the listing information to AT&T' listing database. CLEC agrees to submit all listing information vi only a mechanized process within six (6) months of the effective date of this Agreement, or upon CLEC reaching a volume of two hundred listings per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T's subscriber listing information. CLEC shall furnish to AT&T, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T may require to prepare and print the alphabetical listings of said directory. See CLEC Online website for methods, procedures and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance

- database or the directory listing of an CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
- 2.5 AT&T will provide electronic directory listing verification to CLEC through the Web Listing Lookup in the AT&T CLEC Online websites. Upon request, AT&T will provide daily electronic directory listing verification via AT&T' white page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.5.1 In addition, at least sixty (60) days prior to the business office close date for a particular directory, AT&T will provide CLEC, upon request, an electronic verification list of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) days prior to the Business Office Close Date for a particular directory. AT&T will accept standing requests for electronic verification lists on those White Page directories specified by CLEC. This electronic directory listing verification list will be provided in CD-ROM format, until such time as a web based format is available. CLEC specific listing verification list also is available upon request through AT&T's White Page systems subject to the timeframes outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to AT&T via the appropriate directory listing correction process no less than thirty (30) days prior to the AT&T Business Office Close date for that directory, provided that AT&T made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.6 Publication schedules for the White Pages: CLEC can access via the AT&T CLEC Online website, the directory close dates for areas where CLEC is providing local service. AT&T will update the directory close dates in a timely manner as they occur.
- 2.7 Intentionally left blank.
- 2.8 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T subscribers during the annual delivery of newly published directories.
- AT&T has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with AT&T's directory publishing affiliate, pursuant to terms and conditions agreed to by the Parties.
- 2.9 AT&T shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and billing information. AT&T directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T's subscriber listing information. In exchange for AT&T serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T to include and use the CLEC subscriber listing information provided to AT&T pursuant to this Attachment in AT&T's WP directory, AT&T's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is AT&T's use of CLEC's

subscriber listing information in AT&T's directory assistance, directory assistance related products and services, and publishing products and services.

- 3.2 AT&T further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T.

4. PRICING

- 4.1 AT&T will deliver one copy per primary End User listing of AT&T White Pages, as described in Section 2.8 above, at no charge. AT&T has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.

5. INTENTIONALLY LEFT BLANK.

6. TERM

- 6.1 This Attachment will continue in force until terminated by sixty (60) days prior written notice by either Party to the other.
- 6.2 Upon termination of the interconnection Agreement, this Attachment will be null and void with respect to any issue of directories published thereafter.

7. LIABILITY

- 7.1 Except as set forth herein, Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.
- 7.2 CLEC agrees that AT&T and/or its affiliates will not be liable for the content or accuracy of any subscriber list information provided by CLEC. CLEC agrees to indemnify, hold harmless and defend AT&T and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any third party's claim of inaccurate subscriber listing information, use of information provided by CLEC.
- 7.3 CLEC further agrees to indemnify, hold harmless and defend AT&T and/or its affiliates from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including, but not limited to reasonable attorney's fees and expenses) resulting from or arising out of any negligent act or omission, grossly negligent act, or act of willful misconduct by CLEC.
- 7.4 CLEC further agrees to pay all costs incurred by AT&T and/or its affiliates as a result of CLEC not complying with the terms of this Attachment.

8. RESERVATION OF RIGHTS/INTERVENING LAW

- 8.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

1. NUMBERING

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (ATIS-0300051) or the Thousands-Block Number (NXX-X) Pooling Administration Guidelines (ATIS-0300066), or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes and blocks. Each Party is responsible for administering the NXX codes and blocks assigned to it.
- 1.2 Each Party agrees to make available to the other, via the Telcordia® LERG™ Routing Guide (LERG), up-to-date listings of its own assigned NPA-NXX codes and blocks, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes and blocks at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) or other appropriate system(s) necessary to update the (LERG), unless negotiated otherwise.
- 1.5 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2. NXX CODES

- 2.1 The Parties shall comply with the industry-approved Central Office Code (NXX) Assignment Guidelines (ATIS-0300051) and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). Such compliance with such Numbering Guidelines and FCC Second Report & Order will enable CLEC and AT&T to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes and blocks. If the laws and regulations governing NXX code and block assignment change, then the Agreement shall be amended to reflect such change.

3. NXX MIGRATION

- 3.1 NXX Migration as defined in the Central Office Code Assignment Guidelines (ATIS-0300051), will be provided upon request. The Party that requests a migration of an NXX from the other Party to itself agrees to pay an NXX Migration charge as set forth in the applicable Pricing Schedule where applicable. Where charges are not available, no fee will be assessed and no NXX Migration will be provided until the Party seeking to charge has filed cost studies approved by the Commission.

4. RESERVATION OF RIGHTS/INTERVENING LAW

- 4.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 22: DA-FACILITIES BASED (for CLECs who are Switch-Based)

INTRODUCTION

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which AT&T agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

CLEC can purchase operator services and directory assistance (OS/DA) from AT&T.

1. Services

- 1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0/+555-1212, or 1/0+NAP-555-1212 or other dialing arrangement.
- 1.2 Directory Assistance Call Completion (DACC) service consists of AT&T completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. AT&T will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
- 1.3 AT&T agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to AT&T's switch and where CLEC obtains DA service from AT&T.
- 1.4 National Directory Assistance (NDA): Consists of a service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 1.5 Business Category Search (BCS): A service which will provide CLEC end users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses
- 1.6 Reverse Directory Assistance (RDA): A non-regulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that an CLEC end user provides to the DA operator.

2. Definitions - The following terms are defined as set forth below:

- 2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling an AT&T DA Operator.
- 2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an AT&T DA Operator.
- 2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling an AT&T DA Operator.
- 2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

3.0 Call Branding

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC audibly and distinctly to the CLEC end user at the beginning of each DA call. In all cases, AT&T will brand DA in CLEC's name.
 - 3.1.1 CLEC will provide AT&T with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services.
 - 3.1.2 Branding Load Charges: An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by AT&T on behalf of CLEC.

4.0 Directory Assistance (DA) Reference/Rater Information

- 4.1 Reference/Rater Information are AT&T databases referenced by a AT&T Operator for CLEC DA specific information as provided by CLEC such as its business office, repair and DA rates.
- 4.2 CLEC must provide CLEC Rate/Reference Information to AT&T.
- 4.3 When a AT&T Operator receives a rate request from an CLEC End User, where technically feasible and available, AT&T will quote the applicable OS/DA rates as provided by CLEC.
- 4.4 CLEC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to AT&T a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be CLEC's.
- 4.5 CLEC will inform AT&T, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide AT&T updated Rate/Reference Information in advance of when the Rat/Reference Information is to become effective.
- 4.6 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC OS/DA Rate or Reference Information.

5.0 Responsibilities of AT&T

- 5.1 AT&T will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from AT&T.
- 5.2 AT&T will provide and maintain its own equipment to furnish DA Services.
- 5.3 AT&T will provide DA Service to CLEC customers using current and updated DA records and in accordance with AT&T's current methods, practices, and procedures or as subsequently modified.
- 5.4 AT&T will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 5.5 AT&T will include current CLEC subscriber listing information in AT&T's DA database.

6.0 Responsibilities of Both Parties

- 6.1 The Party(ies) that provide the circuits between CLEC and AT&T offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 6.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.3 Intentionally Left Blank.

7.0 Responsibilities of CLEC

- 7.1 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from AT&T, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 7.2 CLEC will furnish to AT&T a completed OSQ, thirty (30) days in advance of the date when the DA services are to be undertaken.
- 7.3 CLEC will provide AT&T updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 7.4 CLEC agrees that due to customer quality and work force scheduling, AT&T will be the sole provider of DA Services for CLEC local serving area(s) for a minimum of a one (1) year period.
- 7.5 CLEC agrees that AT&T may utilize CLEC End User's listings contained in AT&T directory assistance database in providing existing and future AT&T directory assistance or DA related services.
- 7.6 CLEC further agrees that AT&T can release CLEC directory assistance listings stored in AT&T directory assistance database to competing providers.

8.0 Pricing

- 8.1 The prices at which AT&T agrees to provide CLEC with Directory Assistance Services are contained in the applicable Pricing Schedule.
- 8.2 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9.0 Liability

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.
- 9.2 CLEC also agrees to release, defend, indemnify, and hold harmless AT&T from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly by AT&T employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

10. Terms of Attachment

- 10.1 If CLEC chooses to use AT&T OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T OS/DA services upon one hundred-twenty (120) days advance written notice to AT&T.
- 10.2 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party.
- 10.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay AT&T, within thirty (30) days of the issuance of any bills by AT&T, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AT&T pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

11.0 Reservation of Rights/Intervening Law

- 11.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 23: OS-FACILITIES BASED (for CLEC s who are Switch-Based)

AT&T-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

INTRODUCTION

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which AT&T agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

CLEC can purchase operator services and directory assistance (OS/DA) from AT&T.

1. **Services** – AT&T will provide the following three tiers of Operator Services:
 - 1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing (AABS) equipment without the assistance of an AT&T Operator, hereafter called Operator. CLEC agrees
 - 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when automated equipment cannot be activated.
 - 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
2. **Call Types** – AT&T will provide to CLEC the call types in Sections 2.1 through 2.7 below:
 - 2.1 Fully Automated Collect and Bill to Third-Number Service - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated equipment. The call is completed without the assistance of an Operator.
 - 2.1.1 Fully Automated Calling Card Service – This service is provided when the caller dials zero (“0”), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment, is one for which AT&T can perform billing validation.
 - 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator.
 - 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
 - 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone.
 - 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a

person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in AT&T's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

3. Other Operator Assistance Services

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, AT&T will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to AT&T the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to an CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

4. Call Branding:

- 4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC end user at the beginning of each OS call. In all cases, AT&T will brand OS call in CLEC's name.
- 4.2 CLEC will provide AT&T with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.
- 4.3 Branding Load Charges:
 - 4.3.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by AT&T on behalf of CLEC.

5. Operator Service (OS) Reference/Rater Information

- 5.1 Reference/Rater Information are AT&T databases referenced by an AT&T Operator for CLEC OS specific information as provided by CLEC, such as CLEC's business office, repair and OS rates.
- 5.2 CLEC must provide CLEC Rate/Reference Information to AT&T.
- 5.3 When a AT&T Operator receives a rate request from an CLEC End User, where technically feasible and available, AT&T will quote the applicable OS/DA rates as provided by CLEC.
- 5.4 CLEC must furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to AT&T a completed OSQ thirty (30)

- calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be CLEC's.
- 5.5 CLEC will inform AT&T, via the OSQ of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide AT&T updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
 - 5.6 An initial non-recurring charge will apply per state, per brand, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per brand, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Rate or Reference information.

6. Responsibilities of AT&T

- 6.1 AT&T will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 6.2 AT&T will provide Operator Services in accordance with the operator methods and practices in effect for AT&T at the time the call is made, unless otherwise agreed in writing by both Parties.
- 6.3 AT&T will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.

7. Responsibilities of Both Parties

- 7.1 The Party(ies) that provide the circuits between CLEC and AT&T offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.
- 7.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8. Responsibilities of CLEC

- 8.1 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T Operator assistance switch. Should CLEC seek to obtain interexchange OS from AT&T, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.2 CLEC will furnish in writing to AT&T, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by AT&T to provide the Service.
 - 8.2.1 CLEC will provide AT&T updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.3 As to any end office where AT&T furnishes the Operator Services provided by this Attachment, CLEC agrees that AT&T will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for a minimum of a one (1) year period.

9. Pricing

- 9.1 The rates for the Operator Services provided pursuant to this Attachment will be contained in the applicable Pricing Schedule.

10. Monthly Billing

- 10.1 AT&T will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

11. Liability

- 11.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement, including, but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Attachment.
- 11.2 CLEC also agrees to release, defend, indemnify, and hold harmless AT&T from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T employees and equipment associated with provision of Operator Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

12. Terms of Attachment

- 12.1 If CLEC chooses to use AT&T OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to AT&T' OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T OS/DA services upon one hundred-twenty (120) days advance written notice to AT&T.
- 12.2 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other party.
- 12.3 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay AT&T, within thirty (30) days of the issuance of any bills by AT&T, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AT&T pursuant to this Attachment prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.
13. In order to utilize AT&T's operator services platform as a facilities based service provider, CLEC must first enter into an agreement which sets forth the billing and collection terms related to intrastate intralata alternatively billed toll calls involving CLEC's customers where CLEC is acting as a facilities based service provider. CLEC reserves the right to argue that the agreement should be a stand alone billing and collection agreement separate from the Interconnection Agreement; and AT&T reserves the right to argue that the agreement must be a Clearinghouse agreement that must be part of the Interconnection Agreement.

14. Reservation of Rights/Intervening Law

- 14.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 24: RECORDING
(Recording, Message Processing And
Provision of Interexchange Carrier Transported
Message Detail Attachment)

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which AT&T will provide recording, message processing and message detail services to Facilities Based Providers.

2.0 Definitions

2.1 "Access Usage Record (AUR)" - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 "Billing Company" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 "Billable Message" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between AT&T and the Billing Company.

2.6 "Data Transmission" - the forwarding by AT&T of IXC transported toll message detail and/or access usage record detail and/or Billable Message detail in EMR format over a mutually agreed-upon medium to the appropriate Billing Company.

2.7 "Exchange Message Record (EMR)" - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate, intrastate and, in Texas, intrastate-intraLATA.

2.9 "Interexchange Carrier Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "Local Access and Transport Area (LATA)" - service areas defined in FCC Docket 78-72.

2.11 "Message Processing" - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange

Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

- 2.12 "Originating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T's internal network or national CMDS.
- 2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 "Recording" - the creation and storage on mutually agreed-upon medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 "Service Switching Point (SSP)" - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 "Switching Control Point (SCP)" - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 "800 SCP Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an AT&T SCP.
- 2.20 "Terminating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3.0 Responsibilities of the Parties

- 3.1 AT&T will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T.
- 3.2 AT&T will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AT&T.
- 3.3 AT&T will provide access usage records that are generated by AT&T.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T, during the billing period established by AT&T and selected by CLEC.

- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by AT&T and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 AT&T will provide message detail to CLEC in data files, via data lines (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties. In order for the CLEC to receive end user billable records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 3.8 CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T reserves the right to limit the frequency of transmission to existing AT&T processing and work schedules, holidays, etc.
- 3.9 AT&T will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T.
- 3.11 When AT&T receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T will forward those messages to CLEC.
- 3.12 AT&T will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4.0 Basis of Compensation

- 4.1 AT&T as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Access Usage Records (SURS) required by AT&T on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5.0 Liability

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When AT&T is notified that, due to error or omission, incomplete data has been provided to CLEC, AT&T will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to CLEC. If written notification is not received within sixty (60) calendar days, AT&T shall have no further obligation to recover the data and shall have no further liability to CLEC.

- 5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of AT&T having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, AT&T's liability to the CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.
- 5.4 AT&T will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AT&T.
- 5.5 CLEC agrees to defend, indemnify, and hold harmless AT&T from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by CLEC, its customers or end users. CLEC shall defend against all End Users' claims just as if CLEC had provided such service to its End Users with its own employees.
- 5.6 CLEC also agrees to release, defend, indemnify and hold harmless AT&T from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by AT&T employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 AT&T makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, AT&T assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6.0 Applicability of Other Rates, Terms and Conditions

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. 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, service and network element 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; indemnification; remedies; intellectual property; publicity and use of trademarks or 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; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries;

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

7.0 Reservation of Rights/Intervening Law

7.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

ATTACHMENT 25: xDSL

1.0 Introduction

- 1.1 AT&T agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the terms, and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2.0 Definitions

- 2.1 An "xDSL-Capable Loop" is a loop that supports the transmission of xDSL technologies.
- 2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based service over such loop.
- 2.1.2 For purposes of this Attachment, an "xDSL Subloop" is defined as any distribution portion of a copper xDSL-capable Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T's outside plant and the demarcation point at an end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. The subloop and collocation provisions, set forth elsewhere in this Agreement (e.g., the Attachment UNE and Appendix Collocation) will also apply, as applicable, to the xDSL Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g., the Attachment UNE), shall control.
- 2.2 Conditioning (Unbundled Loop Modification (ULM)) is defined as the removal by AT&T from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to provide xDSL service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. The conditioning rates for the removal of excessive bridge taps, and load coils, repeaters are set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"). To the extent that CLEC would like the option to request that a loop be conditioned by AT&T to remove any device other than excessive bridge taps, load coils and/or repeaters, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 The term "excessive bridge taps" as used herein shall refer to bridge taps in excess of 2,500 feet in total length.

- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.8 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.
- 2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.9 "Acceptance Testing" shall be defined as the joint testing for xDSL loops between AT&T's Technician, its Wholesale Customer Maintenance Center ("WCMC"), and CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.
- 3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops**
- 3.1 AT&T is not in any way permitted to limit xDSL capable loops to the provision of ADSL.
- 3.2 AT&T will not impose limitations on the transmission speeds of xDSL services. AT&T will not restrict CLEC's services or technologies to a level at or below those provided by AT&T.
- 3.3 AT&T will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 AT&T shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. AT&T will provide CLEC with notice prior to seeking relief from the Commission under this Section.
- 3.5 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.
- 3.6 Liability
- 3.7.1 Each Party, whether CLEC or AT&T, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on AT&T facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.7.2 For any technology, CLEC's use of any AT&T network element, or of its own equipment or facilities in conjunction with any AT&T network element, will not materially interfere with or impair service over any facilities of AT&T, its affiliated companies or connecting and concurring carriers involved in AT&T services, cause damage to AT&T' plant, impair the privacy of any communications carried over AT&T's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. AT&T will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm. If AT&T does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by AT&T must be supported with specific and verifiable supporting information. AT&T may not disconnect the elements or otherwise discontinue or refuse service during the pendency of any dispute resolution proceeding unless otherwise authorized to do so by the Commission.

3.7 Indemnification

3.7.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, or damage indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4.0 **Unbundled xDSL-Capable Loop Offerings**

4.1 xDSL-Capable Loops

4.1.1 2-Wire xDSL Loop (2 Wire Unbundled ADSL Loop, 2 Wire Unbundled HDSL Loop or 2-Wire Unbundled Copper Loop-Designed): A 2-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional, subject to conditioning charges and will be performed by AT&T at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule shall apply to these 2-Wire xDSL Loops.

4.1.2 IDSL Loop (2-Wire ISDN Digital Grade Loop): An IDSL Loop for purposes of this Section is a 2-wire digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop supporting ISDN are set forth in the Attachment UNE to this Agreement.) A portion of an IDSL Loop may be provisioned using digital fiber facilities and necessary digital electronics to provide service in certain situations. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop (4 Wire Unbundled HDSL Loop, 4-Wire Copper Loop-Designed): A 4-wire xDSL loop for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridge taps, or any other device that could diminish the capability of the loop or subloop to deliver xDSL service. However, removal of load coils, repeaters and/or excessive bridge taps on an existing loop is optional and will be performed by AT&T at CLEC's request as more specifically set forth in Section 6 below. Limitations cannot be placed on the length of xDSL loops. The rates set forth in the Pricing Schedule for these 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.2 xDSL Subloop (Sub-Loop Distribution): An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridge taps (bridge taps in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridge taps on an existing subloop is optional, subject to conditioning charges and will be performed by AT&T at CLEC's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this xDSL Subloop.

4.3 AT&T shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of CLEC as provided in Section 6 below.

- 4.4 AT&T will not impose limitations on the transmission speeds of xDSL services. AT&T will not restrict CLEC's services or technologies to a level at or below those provided by AT&T. CLEC will not be required to specify a type of xDSL to be ordered.
- 4.5 Intentionally Left Blank
- 4.6 AT&T will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
 - 4.6.1 Upon request by CLEC, AT&T will cooperate in the testing of new xDSL technologies, on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation. Upon request by CLEC, AT&T will cooperate in the deployment of new xDSL technologies, subject to the terms and conditions of the BFR.
 - 4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T will provide a loop to support the new technology for CLEC as follows:
 - 4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then AT&T will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Section 6 below). AT&T's ordering procedures will remain substantially the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
 - 4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop, as defined in this Attachment, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Section 4.6 above for which applicable national standards have not been adopted.
- 4.8 If AT&T or another carrier claims that an CLEC service is significantly degrading the performance of other advanced services or traditional voice band services, then AT&T or that other carrier must notify CLEC and CLEC must cooperate with AT&T or other carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that AT&T or another carrier demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 Each party must abide by Commission or FCC-approved spectrum management standards. AT&T shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.10 AT&T shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: AT&T will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops. CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T is providing any other CLEC and/or AT&T or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by AT&T to AT&T's service representative and/or AT&T's advanced services affiliate to provision its own retail xDSL service.

5.2 AT&T shall provide actual, real-time loop makeup information to CLEC via the Loop Makeup Service.

5.3 Loop Make Up: AT&T will provide access to its existing Datagate and EDI interfaces that will allow CLEC, as well as AT&T's retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the loop makeup information, when such information is contained in AT&T's electronic databases. If CLEC elects to have AT&T provide actual loop makeup information through a manual process for information that is in AT&T's internal records but is not available electronically, then the interval will be 3 business days or the interval provided to AT&T's advanced services affiliate, whichever is less.

5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridge taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridge taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. AT&T also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where AT&T has not compiled loop Make Up information for itself, AT&T is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. Notwithstanding the above, when AT&T performs a manual loop qualification, AT&T will update the information in the appropriate mechanized provisioning system(s). If AT&T has manual access to this sort of information for itself, or any affiliate, AT&T will provide access to it to CLEC on a non-discriminatory basis. To the extent AT&T has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 AT&T will provide near real time, electronic access to its EDI and WebLEX systems needed for efficient provisioning of advanced services such as xDSL.

5.7 To the extent that AT&T develops new systems necessary for provisioning, of UNEs covered by this Attachment AT&T is required to make such functionality available to CLEC.

6.0 Provisioning

- 6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning AT&T is to perform in provisioning the requested loop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridge taps, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.
- 6.2 Regardless of whether conditioning is performed, the loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.
- 6.2.1 In so far as it is technically feasible, at CLEC's request, AT&T shall test and report troubles for all the features functions and capabilities of conditioned copper lines and may not restrict its testing to voice transmission only.
- 6.3 With respect to any CLEC request for loop conditioning, including to remove bridge taps on a loop under this Attachment, AT&T will remove any excessive bridge taps on the loop so that the loop is conditioned to meet applicable industry standards.
- 6.4 The provisioning and installation interval for an xDSL loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to AT&T's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL loops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to AT&T's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is requested, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order for which conditioning is requested will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length.
- 6.5 Subsequent to the initial order for a xDSL loop or subloop, additional conditioning for the removal of excessive bridge taps, load coils, and/or repeaters, may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.6 Intentionally Left Blank
- 6.7 Except as in the same manner as described in Section 4.4, 4.5 and 10.5, AT&T shall keep CLEC deployment information confidential from AT&T's retail operations, any AT&T affiliate, or any other CLEC.

7.0 Acceptance Testing

- 7.1 Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

- 7.2 Acceptance Testing Procedure:
- 7.2.1 Upon delivery of a loop to CLEC, AT&T's field technician will call the Wholesale Customer Maintenance Center (WCMC) and the WCMC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.
- 7.2.1.1 Except for IDSL loops that are provisioned through repeaters or digital loop carriers, the AT&T field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 7.2.1.2 For IDSL loops that are provisioned through repeaters or digital loop carriers, the AT&T field technician will not perform a short or open circuit.
- 7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide AT&T with a confirmation number and AT&T will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.
- 7.2.3 If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the WCMC or field technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the AT&T technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide AT&T with a confirmation number and AT&T will complete the order. If CLEC does not send its confirmation number to AT&T, AT&T may close the order. AT&T will not complete an order that fails Acceptance Testing.
- 7.2.4 Until such time as CLEC and AT&T agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops without testing the complete circuit. Consequently, AT&T agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of AT&T), AT&T will adjust CLEC's bill and refund the recurring charge of such a loop until AT&T has resolved the problem and closed the trouble ticket.
- 7.2.5 AT&T will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the AT&T WCMC or field technician on hold for over ten (10) minutes. In that case, AT&T may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop within 24 hours, AT&T may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop accepted. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from AT&T error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and AT&T will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by AT&T to not meet loop continuity test parameters as defined herein, AT&T will not charge for any acceptance testing performed on the repair call.
- 7.2.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be AT&T's error, AT&T will credit CLEC for any charge(s) previously assessed to CLEC for the test.
- 7.2.7 Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement

such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require AT&T to expend additional time and expense.

7.3 Acceptance Testing Billing

7.3.1 In particular, CLEC shall pay Maintenance of Service charges at the rates in the Pricing Schedule, in 30-minute increments, for the AT&T technician time involved, or at the tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges at the rates in the Pricing Schedule and/or tariff.

8.0 Cooperative Testing

8.1 If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

8.2 Intentionally left blank

8.3 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket. AT&T shall not perform or bill CLEC for Cooperative Testing unless CLEC affirmatively requests such testing.

8.4 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC determines that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.5 Cooperative Testing Procedure:

8.5.1 The AT&T field technician will call the WCMC and the WCMC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops, the technician will close out the trouble report.

8.5.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Attachment for xDSL capable loops, the WCMC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Attachment for xDSL capable loops. When the aforementioned test parameters are met, the WCMC will contact CLEC for another Cooperative Test.

8.5.4 AT&T will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T may then close the trouble ticket, document the time and reason, and bill CLEC for ten (10) minutes of time, as provided for in Section 7.3.1 above.

9.0 Service Quality and Maintenance

- 9.1 AT&T will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AT&T beyond these parameters will be billed on a time and materials basis as provided for in Section 7.3.1 above.
- 9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis at the tariffed rates referenced in Section 9.1 above. On loops where CLEC has requested that no conditioning be performed, AT&T's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.
- 9.3 For loops currently in service where trouble ticket resolution has identified that excessive bridge taps (bridge taps in excess of 2,500 feet), load coils and/or repeaters are on the loop and transferring to a new loop is a solution identified by AT&T to resolve the trouble ticket, AT&T, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on a loop currently in service and AT&T determines that an LST can be performed, the appropriate AT&T Wholesale Customer Maintenance Center ("WCMC") will contact CLEC to inform that an LST will be performed in lieu of CLEC's requested conditioning. In such cases that AT&T elects to perform an LST to resolve the identified trouble, CLEC will not be billed for such LST. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T network-related problem, CLEC will not be charged the LST rate or for AT&T's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-AT&T network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in the Pricing Schedule. If a LST is performed, AT&T will use its best efforts to minimize any disruption in service.
- 9.4 Each xDSL-Capable Loop offering provided by AT&T to CLEC will be at least equal in quality and performance as that which AT&T provides to itself or to an affiliate.

10.0 Spectrum Management

- 10.1 Intentionally Left Blank
- 10.2.1 AT&T shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program.
- 10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, AT&T, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on

agreed-to performance characteristics. AT&T will assign the local loop consistent with the agreed-to spectrum management standards.

- 10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, AT&T and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.5 In such case, AT&T will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by AT&T, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AT&T will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.
- 10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if AT&T and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then AT&T and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0 Pricing

- 11.1 The rates applicable to xDSL Capable Loops and the associated charges are set forth in the Pricing Schedule to the Agreement.
- 11.1.1 When CLEC orders an xDSL loop, AT&T will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, and CLEC requests that AT&T perform conditioning, then the conditioning charges set forth in the Pricing Schedule shall apply. AT&T's retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

12.0 Performance Measures

- 12.1 Performance Measures, if any, applicable to provisions of this appendix are contained in Attachment 17: Performance Measures of this agreement.

13.0 Reservation of Rights/Intervening Law

- 13.1 The Parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Attachment.

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