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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS agreement ("Agreement") is made by and between Illinois Bell Telephone Company Incorporated d/b/a AT&T Illinois ("AT&T") and Windstream NuVox Illinois, Inc. ("NuVox"), a Delaware corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or NuVox or both as a "Party" or "Parties".

W I T N E S S E T H

WHEREAS, AT&T is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the state of Illinois; and

WHEREAS, NuVox is or seeks to become a CLEC authorized to provide telecommunications services in the state of Illinois; and

WHEREAS, NuVox wishes to resell AT&T's telecommunications services and purchase network elements and other services, and, primarily in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

WHEREAS, in entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective, prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review; and

WHEREAS, AT&T notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC in its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), AT&T has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with NuVox and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the Agreement (to the extent applicable); and

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and NuVox agree as follows:

A. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

1. Definitions

1.1 The definitions set forth in this Section apply to the Agreement as a whole and both Parties' conduct thereunder. Additional definitions are included in the various attachments to this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural.

1.2 **Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten (10) percent.

1.3 **Commission** is defined as the Illinois Commerce Commission.

1.4 **Competitive Local Exchange Carrier (CLEC)** means a telephone company certified by the Commission to provide local exchange service within AT&T's franchised area.

1.5 **Day** is defined to mean calendar day, unless otherwise expressly noted.

1.6 **Effective Date** is defined as the date that the Agreement is effective and shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(3)(4) of the Act. Upon request by NuVox for a future amendment to incorporate Commission ordered rates, at NuVox's request AT&T shall only propose an amendment with language and rates that are necessary in order to implement such order. Such amendment shall be effective ten calendar days after the Commission approves this Agreement or as otherwise ordered in a FCC or Commission order or rule. Non rate impacting future amendments will be effective ten calendar days after the Commission

approves this Agreement or as otherwise ordered in a FCC or Commission order or rule. The Parties agree that such signature shall not be unreasonably delayed.

1.7 **FCC** means the Federal Communications Commission.

1.8 **General Terms and Conditions** means this document including all of the terms, provisions and conditions set forth herein.

1.9 **National Holiday** means New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the calculation of intervals of less than ten (10) calendar days national holidays will be excluded.

1.10 **Project Management** means the AT&T Professional Services organization.

1.11 **Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.12 **Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.13 **Telecommunications Act of 1996 ("**1996 Act**")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The 1996 Act is part of the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.) as amended ("the Act").

1.14 The use of the term "end user" or "customer" throughout this Agreement shall not be construed to expand, restrict or eliminate any rights or obligations of the Parties.

2. CLEC Certification

2.1 Prior to execution of this Agreement, AT&T may request and NuVox agrees to provide AT&T in writing NuVox's CLEC certification for all states covered by this Agreement. AT&T will file this Agreement with the appropriate Commission for approval.

2.2 To the extent NuVox is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, NuVox will notify AT&T in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, AT&T will file this Agreement with the appropriate Commission for approval.

3. Term of the Agreement

3.1 The term of this Agreement shall begin on the Effective Date and shall expire on May 19, 2013 and shall apply to the AT&T territory in the state Illinois. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

3.2 The Parties agree that by no earlier than two hundred seventy (270) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

3.3 If, within one hundred and thirty-five (135) calendar days of the designated start date of the negotiation referred to in Section 3.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the Subsequent Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.

3.4 Notwithstanding the foregoing and except as set forth in Section 3.4.1 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) calendar days notice to the other Party. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to NuVox pursuant to AT&T's then current standard interconnection agreement or NuVox may exercise its rights under Section 252(i) of the Act. In the event that AT&T's standard interconnection agreement becomes effective as between the Parties or NuVox adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

3.4.1 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent

Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

4. Termination

4.1 NuVox may terminate any network element, interconnection or other services provided under this Agreement upon thirty (30) calendar days written notice to AT&T. In such cases, NuVox's obligation to pay for such network element, interconnection or other services shall be limited to the amounts due provided up to and including the date of termination.

4.2 Upon notice of termination, the Parties agree to cooperate in an orderly and efficient transition to NuVox or another vendor and to exercise their best efforts to effect an orderly and efficient transition.

5. Operational Support Systems

5.1 NuVox shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5 and/or the Pricing Schedule, as applicable.

6. Parity

6.1 When NuVox purchases services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of Resale to its customers, such services shall be at least equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to its Affiliates, subsidiaries and customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to NuVox shall be at least equal in quality to that which AT&T provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of AT&T and the network of NuVox shall be at a level that is at least equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within AT&T's network and shall extend to a consideration of service quality as perceived by AT&T's customers and service quality as perceived by NuVox and its customers.

7. White Pages Directory Listings Requirements

7.1 Listings. NuVox shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include NuVox residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement in a nondiscrimatory manner and at parity. Directory listings will make no distinction between NuVox and AT&T subscribers.

7.1.1 Rates. So long as NuVox provides subscriber listing information (SLI) to AT&T in accordance with Section 7.2 below, AT&T shall provide to NuVox one (1) primary White Pages listing per NuVox subscriber at no charge for the initial listing. Additions or changes to the initial subscriber White Pages listing shall incur a secondary service charge in accordance with the applicable AT&T tariff.

7.2 Procedures for Submitting NuVox SLI are found in The AT&T Business Rules for Local Ordering located at the AT&T CLEC Online web site.

7.2.1 NuVox authorizes AT&T to release all NuVox SLI provided to AT&T by NuVox to qualifying third parties via either license agreement or AT&T's Directory Publishers Database Service (DPDS), as the same may be amended from time to time. Such NuVox SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

7.2.2 No compensation shall be paid to NuVox for AT&T's receipt of NuVox SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of NuVox's SLI, or costs on an ongoing basis to administer the release of NuVox's SLI, NuVox shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of NuVox's SLI, NuVox will be notified. If NuVox does not wish to pay its proportionate share of these reasonable costs, NuVox may instruct AT&T that it does not wish to release its SLI to independent publishers, and NuVox shall amend this Agreement accordingly. NuVox will be liable for all costs incurred until the effective date of the amendment.

7.2.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by NuVox under this Agreement. Except to the extent caused by gross negligence or willfull misconduct by AT&T, NuVox shall indemnify, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NuVox listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to NuVox any complaints received by AT&T relating to the accuracy or quality of NuVox listings.

7.2.4 AT&T agrees to address any issue regarding a directory listing raised by a NuVox customer in the same manner that AT&T does for AT&T's customers.

7.2.5 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

7.3 Unlisted/Non-Published Subscribers. NuVox will be required to provide to AT&T the names, addresses and telephone numbers of all NuVox customers who wish to be omitted from directories.

7.4 Inclusion of NuVox Customers in Directory Assistance Database. AT&T will include and maintain NuVox subscriber listings in AT&T's Directory Assistance databases at no recurring charge and NuVox shall provide such Directory Assistance listings to AT&T at no recurring charge.

7.5 Listing Information Confidentiality. AT&T will afford NuVox's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

7.6 Additional, Designer, Non-Listed and Non-Published Listings. AT&T shall provide Additional, Designer, Non-Listed and Non-Published White Pages Listings to NuVox's customers under the same rates, terms and conditions as AT&T makes such listings available to its own customers. Where AT&T charges its customers for Additional, Designer, Non-Listed and Non-Published White Pages Listings, AT&T shall publish such listings under the same rates, terms and conditions to NuVox for its Resale customers subject to the applicable wholesale rates in the Pricing Schedule.

7.7 Directories. AT&T or its agent shall make available White Pages directories to NuVox subscribers at no charge or as specified in a separate agreement with AT&T's agent.

7.7.1 Delivery. AT&T or its agent shall deliver White Pages directories to NuVox customers at parity with AT&T's delivery of directories to its own customers.

8. Local Dialing Parity

8.1 AT&T shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. NuVox customers shall not have to dial any greater number of digits than AT&T customers to complete the same call. In addition, NuVox customers shall experience at least the same service quality as AT&T customers in terms of post-dial delay, call completion rate and transmission quality.

9. Court Ordered Requests for Call Detail Records and Other Subscriber Information

9.1 Subpoenas Directed to AT&T. Where AT&T provides resold services or local switching for NuVox, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to NuVox customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for NuVox customers for the same length of time it maintains such information for its own customers.

9.2 Subpoenas Directed to NuVox. Where AT&T is providing to NuVox Telecommunications Services for resale or providing to NuVox the local

switching function, then NuVox agrees that in those cases where NuVox receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NuVox customers, and where NuVox does not have the requested information, NuVox will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with 9.1 above.

9.3 In all other instances, where either Party receives a request for information involving the other Party's customer, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

10. Liability and Indemnification

10.1 NuVox Liability. In the event that NuVox consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities that are Parties to this Agreement shall be jointly and severally liable for the obligations of NuVox under this Agreement.

10.2 The Parties have negotiated specific provisions in Section 10 of Attachment 3 to which the provisions of the following sentence shall not apply. For all other matters, AT&T shall take financial responsibility for its own actions in causing or contributing to unbillable or uncollectible, NuVox revenue.

10.3 Liability for Acts or Omissions of Third Parties. The Parties shall not be liable to each other for any act or omission of another Telecommunications company.

10.4 Limitation of Liability

10.4.1 Except for any indemnification obligations of the Parties hereunder, and except in cases of the provisioning Party's gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

10.4.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first

Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

10.4.3 Neither AT&T nor NuVox shall be liable for physical damage to the other Party's premises, facilities and equipment or customer premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence, gross negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

10.4.4 Nothing in this Section 10 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages. The decision of whether a particular type of damage is indirect, incidental, or consequential shall be made, consistent with applicable law. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

10.4.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to the particular facts or circumstances covered by the more specific provision, the liability or limitation of liability contained in such specific provision shall apply. Nothing in this Section shall be interpreted to limit NuVox's rights to remedies and/or claims provided or contemplated elsewhere in this Agreement.

10.5 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim , loss or damage to the extent arising from (1) the receiving Party's failure to abide by Applicable Law, (2) injuries or damages arising out of or in connection with this Agreement to the extent caused by the receiving Party's negligence, gross negligence or willful misconduct or (3) any claim for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications. The Party receiving services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party providing services hereunder against any claim, loss or damage to the extent arising from (1) the providing Party's failure to abide by Applicable Law, (2) injuries or damages arising out of or in connection with this Agreement to the extent caused by the providing Party's negligence, gross negligence or willful misconduct or (3) any

claim for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications**.**

10.5.1 Promptly after receipt of notice of the commencement of, or of any definite and colorable written claim or written threat as to the commencement of any action or proceeding relating to a matter or matters for which a Party may seek indemnification pursuant to this Section 10.5.1, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of the action or proceeding so commenced (or claimed or threatened for commencement as aforesaid), whereupon the Indemnifying Party shall, be obligated (unless the Indemnified Party shall have otherwise waived such obligation in its sole and absolute discretion by its written election to maintain its own defense, subject, in such event and in all respects, to the exemptions from and limitations applicable to the Indemnifying Party's liability as provided in the final sentence of this Section 10.5.1) to assume the defense thereof at its sole cost and expense using counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party in its reasonable and good faith business judgment; provided that, the Parties hereby acknowledge and agree that the failure by an Indemnified Party to notify the Indemnifying Party as to a claim or the commencement (or written claim or threat of commencement) of any action or proceeding as aforesaid shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party with respect thereto, except and to the extent that the Indemnifying Party shall have actually and demonstrably incurred material prejudice, or suffered forfeiture of material substantive defenses or claims, resulting directly and exclusively from the failure to so notify. From and after assumption by an Indemnifying Party of the defense of any such pending (or claimed or threatened, as above) claim, action or proceeding, the Indemnified Party shall cooperate in a good faith and commercially-reasonable manner with the Indemnifying Party's reasonable requests for assistance or information relating to such action or proceeding, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall retain the right to participate in the investigation and defense of such action or proceeding, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party shall have elected in its sole and absolute discretion to waive any further right to be indemnified with respect to any such action, proceeding or claim the Indemnified Party's counsel shall not unreasonably interfere with the defense by the Indemnifying Party and its counsel, and, absent a good faith and commercially reasonable basis therefore, as communicated in writing to the Indemnifying Party in reasonable detail, the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action would unreasonably conflict with a course of action or inaction chosen by the Indemnifying Party. An Indemnifying Party shall not be liable under this Section 10.5.1 for settlements or compromises by the Indemnified Party of any claim, action or proceeding commenced (or claimed or threatened for commencement as aforesaid) as described in this Section 10.5.1 unless the Indemnifying Party shall have previously consented in writing thereto

(such consent not to be unreasonably withheld, conditioned or delayed) or unless the Indemnifying Party has been given notice and reasonable opportunity to defend such claim, action or proceeding and has failed to promptly undertake the defense.

10.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT INCLUDING ALL ATTACHMENTS AND EXHIBITS HERETO AND ANY APPLICABLE SERVICE QUALITY STANDARDS, MEASURES, ASSURANCES AND ASSOCIATED REMEDIES ORDERED BY THE FCC OR COMMISSION, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE**.**

11. Intellectual Property Rights and Indemnification

11.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. A Party's use of the other Party's name, service marks and trademarks shall be in accordance with Applicable Law.

11.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing on software or documents provided by one Party to the other Party for the receiving Party's internal use, shall not be removed provided that such notices are neither visible to nor detectable by the receiving Party's customers. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

11.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will

indemnify and hold harmless the receiving Party from and against any loss, cost, expense or liability associated with claims.

11.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

11.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

11.4.2 obtain a license sufficient to allow such use to continue, or

11.4.3 in the event that the actions contemplated by Section 11.4.1 or 11.4.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

11.4.4 Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

11.4.5 The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11.5 Dispute Resolution. Any claim arising under this Section shall be excluded from the dispute resolution procedures set forth in Section 13 below and shall be brought in a court of competent jurisdiction.

12. Proprietary and Confidential Information

12.1 Proprietary and Confidential Information. It may be necessary for AT&T and NuVox, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies,

procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) calendar days thereafter, and shall be clearly marked with a confidential or proprietary legend.

12.1.1 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within forty-five (45) calendar days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information subject to the provisions of this Section 12.

12.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any of any kind of the Information inspected by it. The Recipient will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Upon request the Information will be returned by the Recipient to the Discloser within thirty (30) calendar days of completion of any use.

12.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

12.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

12.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

12.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly

or indirectly to the Information or to the Discloser or any of its affiliated companies.

12.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

12.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 12 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

13. Resolution of Disputes

13.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the FCC, the Commission or a court of law for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and may request that resolution occur in no event later than sixty (60) calendar days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the FCC or Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each party shall pay half of the fees and expenses so incurred to the extent the FCC or the Commission requires the Parties to bear such fees and expenses. Each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC, the Commission or a court of law concerning this Agreement. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement, unless the issue as to how or whether there is an obligation to perform is the basis of the dispute, and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion.

14. Taxes

14.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

14.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

14.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

14.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

14.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

14.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

14.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

14.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

14.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

14.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

14.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

14.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

14.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party

14.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

14.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. The Parties agree to use good faith efforts to bill taxes promptly.

14.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The purchasing Party shall retain the right to contest, or to have the providing Party contest on its behalf, the imposition of such taxes and fees; provided however, that any such contest undertaken by or at the request of the purchasing Party shall be at the purchasing Party's expense.

14.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

14.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

14.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

14.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

14.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

15. Network Maintenance and Management

15.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

15.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its customers or any other Telecommunications Carrier.

15.3 AT&T agrees to provide NuVox prior notice consistent with applicable FCC rules and the Act of changes in information or technical specifications necessary for the transmission and routing of services using AT&T's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

16. Force Majeure

16.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire,

flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by NuVox, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. Modification of Agreement

17.1 AT&T shall make agreements available to NuVox in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

17.2 If NuVox changes its name or makes changes to its company structure that affects the identity of NuVox due to a merger, acquisition, transfer or any other reason, it is the responsibility of NuVox to notify AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

17.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

17.4 In the event that any (1) effective legislative, regulatory, judicial or other legal action or (2) obligation or commitment regarding interconnection, resale or access to network elements which obligation or commitment expressly applies generically to all CLECs made by AT&T to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding AT&T's obligations under the Act,) materially affects any material terms of this Agreement, or the ability of NuVox or AT&T to perform any material terms of this Agreement, NuVox or AT&T may, on thirty (30) calendar days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) calendar days after such notice, the Dispute may at any time thereafter be resolved in accordance with the Dispute Resolution procedure set forth in this Agreement.

18. Non-Waiver of Legal Rights

18.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the

Telecommunications Act of 1996. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

19. One Agreement

19.1 Subject to the provisions of Sections 17 and 20, the Parties acknowledge that they negotiated this Agreement as a single contract and do not consider the separate Attachments of this Agreement to be separate contracts. Each Attachment contains provisions that are subject to the provisions of the General Terms and Conditions; application of some provisions may require or trigger application of provisions in other Attachments hereto.

20. Severability

20.1 If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 13 above.

21. No Waiver

21.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

22. Governing Law

22.1 Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflict of laws principles.

23. Assignments

23.1 Except as provided herein, any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or to an entity purchasing all or substantially all of the Party's assets without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) calendar days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of NuVox, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section and unless the Parties agree otherwise, NuVox shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) NuVox pays all bills, past due and current, under this Agreement, or (2) NuVox's assignee expressly assumes liability for payment of such bills.

24. Notices

24.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by U.S. Mail postage prepaid, addressed to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Susan Berlin/Vice President, Senior Regulatory Counsel
STREET ADDRESS	Two North Main Street
CITY, STATE, ZIP CODE	Greenville, SC 20601
FACSIMILE NUMER	864.672.5105
PHONE NUMBER	864.331.7323
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9th floor Four AT&T Plaza
CITY,STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMER	(214) 464-2006

24.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth (5th) calendar day, or next business day after the fifth (5th) calendar day, after it was deposited in the mail. Notice by overnight courier shall be effective on the date it was delivered, except that notice delivered on a non-business day shall be deemed effective on the next business day.

24.3 Subject to Section 45.2 below, AT&T will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to AT&T's CLEC Online website, and any other information of general applicability to NuVox.

25. Rule of Construction

25.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

26. Headings of No Force or Effect

26.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

27. Cooperation in Preventing Customer Fraud

27.1 The Parties agree to cooperate fully with one another to investigate, minimize, prevent and take action in cases of fraud by a customer involving the provision of services to NuVox under this Agreement**.**

28. Revenue Protection

28.1 AT&T shall make available to NuVox fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements or services provided pursuant to this Agreement. These features include switch functions such as screening codes and call blocking of international, 900 and 976 numbers. To the extent separate charges apply for such features, the charges will be set forth in the appropriate attachment to this Agreement or will be negotiated between the Parties and added to this Agreement via an amendment at such time as NuVox requests the features.

29. Law Enforcement Interface

29.1 Both Parties shall work cooperatively to comply with all legal or regulatory requirements related to number recording devices, including, for example, orders related to trap and trace and wire taps.

30. Multiple Counterparts

30.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

31. Filing of Agreement

31.1 Upon execution of this Agreement AT&T shall file the Agreement with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as NuVox is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

32. Compliance with Applicable Law

32.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, injunctions, judgments and binding decisions, awards and decrees that relate to its obligations under this Agreement ("Applicable Law").

32.2 This Agreement is intended to memorialize the Parties' mutual agreement with respect to their obligations under the Act and applicable FCC and Commission rules and orders. To the extent that either Party asserts that an obligation, right or other requirement, not expressly memorialized herein, is applicable under this Agreement by virtue of a reference to an FCC or Commission rule or order or, with respect to substantive Telecommunications law only, Applicable Law, and such obligation, right or other requirement is disputed by the other Party, the Party asserting that such obligation, right or other requirement is applicable may petition the FCC, Commission or a court of law for resolution of the dispute.

32.3 Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those rates, unless otherwise negotiated by the Parties. Upon request of either Party, errors in rate sheets will be corrected up to ninety (90) calendar days retroactively, and prospectively, by amendment to this Agreement. This Section shall not affect either Party's rights pursuant to Section 1.1.3 of Attachment 7 of this Agreement for charges other than those for which there is an error in the rates sheets.

33. Necessary Approvals

33.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

34. Good Faith Performance

34.1 Each Party shall act in good faith in its performance under this Agreement. Where notice, approval, consent, agreement or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

35. Independent Contracting Parties

35.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

36. Subcontracting

36.1 If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting

Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

37. Labor Relations

37.1 The Parties shall endeavor to minimize impairment of service to the other Party in the event of a labor dispute to the extent permitted by Applicable Law.

38. Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA")

38.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance.

39. Customer Inquiries

39.1 Calls about the Other Party's Products and Services. Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers, if available to the personnel receiving the call, to callers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry/subscriber contact, unless that information specifically is requested by the caller. Subject to the limitations of this Section, both Parties maintain the right to serve directly any customer within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with customers of the other Party.

40. Additional Fair Competition Requirements

40.1 In the event that AT&T transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for AT&T to comply with its obligations under this Agreement, and AT&T is required by law to continue to provide such interconnection, services or network elements under this Agreement even after such transfer, then such obligations hereunder shall survive and AT&T shall continue to perform such obligations. In the event that AT&T transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for AT&T to comply with its obligations under this Agreement, and AT&T is relieved of its obligations to provide such interconnection, services or network elements, but such Affiliate is required by law to perform such obligations to the extent that AT&T was required to, then

AT&T shall be relieved of its obligations hereunder and such obligations shall survive and transfer to such Affiliate pursuant to the Assignment Section hereof.

40.2 AT&T shall allow NuVox's local exchange customers to select AT&T for the provision of intraLATA toll services to the extent AT&T makes such stand alone intraLATA services available to the general public on a nondiscriminatory basis.

40.3 Each Party shall protect the confidentiality of proprietary information of, and relating to, the other Party and its customers or any other carrier. If either Party receives or obtains proprietary information from the other for the purposes of providing services under this agreement, such Party shall use such information only for such purpose and shall not use such information for its own marketing purpose.

41. Posting of Agreements

41.1 AT&T shall post on its website any AT&T interconnection agreement between AT&T and any third party no later than ten (10) calendar days after the approval of such agreement with the Commission.

42. Nonexclusive Dealings

42.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person.

43. Rate True-Up

43.1 This Section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement**.**

43.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 13 above of the General Terms and Conditions of this Agreement.

44. Survival

44.1 In no event shall the expiration or termination for any reason of this Agreement relieve either Party of any liability or obligation accruing in favor of the other Party in respect of acts or omissions occurring prior thereto**.** Any liabilities and all obligations of each Party under the provisions regarding indemnification, confidentiality of information, liability, and any other provisions of this Agreement that by their specific nature or express terms are contemplated to survive (or be performed) thereafter shall survive expiration or termination.

45. Entire Agreement

45.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 45.4 below, and subject to the limitations set forth in Section 45.2 all documents identified herein. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

45.2 Guides

45.2.1 The Parties acknowledge that certain provisions of this Agreement reference certain AT&T documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. AT&T may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to AT&T's OSS interface Guides as a result of the Change Control Process (CCP), results from a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum (OBF), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if NuVox agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to NuVox via the applicable

Internet website posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes NuVox to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to NuVox until AT&T and NuVox sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5); or unless NuVox fails to inform AT&T in writing that it does not agree to such change or alteration within forty-five (45) calendar days of notice of such change being given to NuVox for item (4). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on NuVox, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, AT&T will use its best efforts, upon NuVox's request to provide such notices via e-mail to the address specified by NuVox.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to NuVox pursuant to the requirements of this Section, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section becoming effective as to NuVox, such alteration or amendment described in this Section shall not become effective as to NuVox until there is mutual agreement between the Parties that it should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

45.3 In various provisions of this Agreement, the Parties have included references to tariffs filed by the Parties. If such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the terms of this Agreement shall prevail.

45.4 This Agreement includes seventeen (17) Attachments with provisions for the following:

Resale
Network Elements and Other Services
Subloops
Network Interconnection
911/E911
Collocation
Access to Numbers and Number Portability

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
AT&T Disaster Recovery Plan
Bona Fide Request
Non-Intercompany Settlements
Illinois Pricing Schedule
Illinois Subloop Pricing Schedule
Illinois Collocation Pricing Schedule

45.5 The following services are included as options for purchase by NuVox pursuant to the terms and conditions set forth in this Agreement. NuVox may elect to purchase said services by written request to its Local Contract Manager if applicable:

Line Information Database (LIDB) Storage

Windstream NuVox Illinois, Inc.

By: Michael D. Rhoda

Name: Michael D. Rhoda

Title: SVP- Government Affairs

Date: 7/19/10

Illinois Bell Telephone Company, Inc. d/b/a AT&T Illinois by AT&T Operations, Inc., its authorized agent

By: Eddie Reed

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 7-23-10

Attachment 1

Resale

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Resale Restrictions **Exhibit A**

Line Information Database (LIDB) Storage Agreement **Exhibit B**

RESALE

1. Discount Rates

1.1 The Commission-approved discount rates applied to NuVox purchases of AT&T Services for the purpose of resale shall be as set forth in the Pricing Schedule. Such discounts have been determined by the applicable Commission to reflect the costs avoided by AT&T when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by NuVox for the purposes of resale to NuVox's customers shall be available at AT&T's tariffed rates less the discount set forth in the Pricing Schedule and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.2 RESALE means an activity wherein a certificated CLEC, such as NuVox, subscribes to the telecommunications services of AT&T and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of AT&T's retail telecommunications services and other services specified in this Attachment. AT&T shall make available to NuVox for resale those telecommunications services that AT&T is required to offer for resale pursuant to the 1996 Act and applicable FCC and Commission rules and orders. AT&T currently makes such services available pursuant to its applicable state Tariffs and/or catalogs.

3.1.1 When NuVox provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

3.1.2 In Illinois, if NuVox does not resell Lifeline service to any customers, and if NuVox agrees to order an appropriate Operator Services/Directory Assistance block as set forth in AT&T's applicable state Tariffs and/or catalog, the discount shall be 21.56%.

3.1.2.1 In the event NuVox resells Lifeline service to any customer in Tennessee, AT&T will begin applying the 16% discount rate to all services. Upon NuVox and AT&T's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service customers, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.1.2.2 NuVox must provide written notification to AT&T within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

3.2 NuVox may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.2.1 NuVox must resell services to other customers.

3.2.2 NuVox cannot be a CLEC for the single purpose of selling to itself.

3.3 NuVox will be the customer of record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from NuVox for said services.

3.4 AT&T shall have no contact with the customer except to the extent provided for in this Agreement**.**

3.5 Nothing herein shall affect AT&T's rights, consistent with applicable law, to: (i) bill the customer for any services that the customer specifies it wishes to receive directly from AT&T, (ii) serve directly any customer within the service area of NuVox, or (iii) market directly its own telecommunications products and services and in doing so may establish independent relationships with customers of NuVox consistent with applicable law.

3.5.1 When an customer of NuVox or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the reasonable and non discriminatory standard interval for the customer's requested service as set forth in the AT&T Product and Services Interval Guide.

3.5.2 AT&T and NuVox will refrain from contacting a customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from AT&T or NuVox to the other Party until such time that the order for service has been completed. The Parties agree to comply

with any applicable FCC and Commission rules and orders with respect to contacting customers who have elected to change telecommunications carriers.

3.6 Neither Party nor the customer has a property right to the telephone number or any other call number designation associated with services furnished by AT&T, and no right to the continuance of service through any particular central office. The customer to whom a telephone number associated with services furnished by AT&T has been assigned has the right to continue using the telephone number to receive those services unless AT&T is required to change the telephone number in connection with the implementation of area code relief in the form of a geographic split and/or NXX change, in which case AT&T shall have the right to change the telephone numbers, the central office designation associated with such numbers or both after providing NuVox a period of notice in accordance with the FCC's Notices of Network Change rules. Such number changes shall be done only when AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a reasonable and nondiscriminatory basis. Nothing in this Agreement shall affect the ability of a customer to port any telephone number associated with services furnished by AT&T to a different service provider in accordance with applicable FCC rules and industry guidelines.

3.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.8. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.9. AT&T can refuse service in accordance with its applicable state tariffs and/or catalogs.

3.10. AT&T will cooperate with law enforcement agencies with subpoenas and court orders relating to NuVox's customers, pursuant to Section 6 of the General Terms and Conditions.

3.11. If appropriate NuVox personnel have actual knowledge that one of its customers is utilizing an AT&T resold telecommunications service in a manner that is not consistent with the terms and conditions of the tariff applicable to such service, NuVox will take corrective action and will discontinue provisioning of such service if not cured within thirty (30) calendar days.

3.12 Facilities and/or equipment utilized by AT&T to provide service to NuVox remain the property of AT&T.

3.13 White page directory listings for NuVox customers will be provided in accordance with Section 5 of the General Terms and Conditions.

3.14 Service Ordering and Operational Support Systems (OSS)

3.14.1 NuVox must order services through resale interfaces, i.e., the Local Service Center (LSC) and/or appropriate Resale Account Team pursuant to this Agreement. AT&T has developed and made available the interactive interfaces by which NuVox may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 and Attachment 6 of this Agreement. Service orders will be in a reasonable standard format designated by AT&T and will be required on a nondiscriminatory basis.

3.14.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in the Pricing Schedule. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in the Pricing Schedule. Supplements or clarifications to a previously billed LSR will not incur an additional OSS charge over and above the original OSS charge.

3.14.3 Denial/Restoral OSS Charge. In the event NuVox provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.14.4 Cancellation OSS Charge. NuVox will incur an OSS charge for an accepted LSR that is later canceled.

3.15 AT&T shall provide 911/E911 for NuVox customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate NuVox customer information to the PSAP. AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the NuVox customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.16 AT&T shall bill, and NuVox shall pay, the customer line charge associated with implementing Number Portability as set forth in AT&T's tariffs. This charge is not subject to the wholesale discount.

3.17 Pursuant to 47 CFR Section 51.617, AT&T shall bill to NuVox, and NuVox shall pay, the customer common line charges identical to the customer common line charges AT&T bills its customers.

3.18 New Resale Services/Changes in Provision of Resale Services. AT&T may provide NuVox notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. AT&T shall provide notice within the timeframes ordered by the Commission for the provision of notice to

CLECs by AT&T regarding changes to resold services. Where no such Commission requirement exists, AT&T shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) calendar days prior to NuVox's obligation to provide notice of discontinuance of resold services and notice of rate increases on resold services to its customers pursuant to Commission rule or order. AT&T will post on its AT&T CLEC Online website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.

4. AT&T's Provision of Services to NuVox for Resale

4.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.1 AT&T may request relevant documentation related to services purchased by NuVox to verify NuVox's claims for discounts and asserted volumes, if AT&T has a reasonable basis upon which to suspect that such claims are invalid. Such request shall be made on a nondiscriminatory basis and shall not occur more than once in a twelve (12) month period. NuVox shall maintain sufficient records and data, for a period up to six (6) months, that are relevant and reasonably necessary to determine compliance with tariff provisions regarding such discounts and for verifying asserted volumes to AT&T. AT&T shall bear the costs associated with said request if such claims for discounts and volumes are valid. Any information provided by NuVox for purposes of such request shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in AT&T's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of AT&T in the appropriate section of AT&T's Tariffs. In accordance with FCC 47 C.F.R. Section 51.603, AT&T will provide services to NuVox for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides these services to others, including customers. Usage allowances (e.g., Business Plus* service) described in AT&T's tariffs and/or catalogs shall not be aggregated for more than one customer or across multiple resold services. Volume discount offerings (e.g., Watsaver® service) may be aggregated by NuVox for multiple customers.

4.3 NuVox may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If NuVox cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with AT&T's Tariffs and/or catalogs.

4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

4.5.1 AT&T will in some instances provision resold services in accordance with the AT&T state Tariff and/or catalog jointly with an Independent Company or other Competitive Local Exchange Carrier.

4.5.2 When NuVox assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the AT&T service area only.

4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to NuVox.

4.5.4 NuVox must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming a customer account where such circumstances apply.

4.6 Requirements for Specific Services. AT&T shall make available for resale the services included in this Section 4.6 at the discounts set forth in the Pricing Schedule and in accordance with Exhibit A to this Attachment.

4.6.1 Lifeline and Link-up. AT&T shall make available Lifeline and Link-up Services for resale in accordance with Commission and FCC rules and regulations and with the reasonable and nondiscriminatory terms and conditions set forth in AT&T's applicable tariffs. Such services shall be available to NuVox for resale only to those NuVox subscribers who meet the qualifications as set forth in applicable regulations. AT&T shall indicate with a USOC on the customer service record if a customer is subscribing to Lifeline or Link-up. NuVox shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by AT&T and to the extent AT&T is required to make such programs available for resale, such programs shall be offered to NuVox on rates, terms and conditions as required by Applicable Law.

4.6.2 Grandfathered Services. AT&T shall offer for resale to NuVox pursuant to FCC 47 C.F.R. 51.615 all grandfathered services.

4.6.3 N11 Service. AT&T shall make available for resale any existing N11 services at the discount rates set forth in the Pricing Schedule and in accordance with Exhibit A to this Attachment 1.

4.6.4 911/E911 Service. NuVox shall have the right to resell 911 or E911 services.

4.6.5 Customer Specific Offerings Including Contract Service Arrangements (CSAs) and other contractual arrangements. CSAs shall be available for resale, at the same rates, terms and conditions offered to AT&T's customers, and in accordance with Commission and FCC Rules and Regulations less the wholesale discount set forth in the Pricing Schedule. In cases where NuVox resells an existing CSA, termination liability will not be triggered by a transfer of the CSA from AT&T to NuVox. NuVox may resale an existing CSA to the existing customer or to another similarly situated customer. Customers are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same.

4.6.6 Promotions. For purposes of this Agreement, a "short term" promotion will be as set forth in FCC 47 C.F.R. 51.613.

4.6.6.1 AT&T shall make Telecommunications Services subject to short term promotions available to NuVox at the short term promotional rate consistent with Exhibit A.

4.6.6.2 The inclusion of a telecommunications service, available for resale at a resale discount, as a component of a promotion, shall not relieve AT&T of the obligation to offer such underlying telecommunications service separately for resale at the resale discount.

4.6.6.3 Promotions of greater than 90 days will be available to NuVox for resale.

4.6.7 Special Assemblies. Existing special assembly agreements for telecommunications services shall be available for resale, at the same terms and conditions offered to AT&T's customers. A special assembly shall be made available for resale at the price of the special assembly less the wholesale discount. NuVox shall be responsible for all terms and conditions of such special assembly including but not limited to termination liability if applicable. Termination liability will not be triggered as a result of a transfer of the special assembly from AT&T to NuVox.

4.6.8 Volume Discount Plans. Subject to Section 4.2 to the extent AT&T offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the term for which the subscribers commit to purchase such service, AT&T shall offer such services on the same terms and conditions to NuVox.

4.6.9 Pay Phone Service. AT&T shall make available to NuVox for resale Public Telephone Access Services (pay phone/PTAS) to the extent AT&T is required to do so pursuant to FCC and Commission rules.

4.6.10 Voice Mail Service. Where available to AT&T's customers, AT&T shall provide the following Telecommunications Services at a discount, as set forth in the Pricing Schedule, for use in conjunction with voice mail services:

- Message Waiting Indicator (MWI) stutter dial tone and message waiting light feature capabilities.
- CF/Busy (Call Forward Busy Line).
- CF/DA (Call Forward Don't Answer).

4.6.11 AT&T shall provide branding for, or shall unbrand, voice mail services for NuVox per the Bona Fide Request process as set forth in Attachment 11 of this Agreement**.**

4.6.12 Intentionally Left Blank

4.6.13 Advanced Intelligent Network (AIN). AT&T shall provide for resale all Advanced Intelligent Network (AIN) services currently provided pursuant to AT&T's applicable state tariffs and/or catalogs.

4.6.14 Miscellaneous Service Arrangements. NuVox may purchase at the wholesale discount set forth in the Pricing Schedule, the entire set of Miscellaneous Service Arrangements (contained in applicable state tariffs and/or catalogs with the exception of Information Services), or a subset of any one or any combination of such features on an customer-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to AT&T's retail customers.

4.6.15 Blocking Service. AT&T shall provide call blocking of 700, 900, and 976 services upon request as well as bill to third party and collect calls from NuVox on a line or trunk basis at parity pursuant to applicable state tariffs and/or catalogs.

4.6.16 Busy Line Verification (BLV) and Emergency Line Interrupt (ELI). Where AT&T does not route operator services traffic to NuVox's platform, AT&T shall perform BLV/ELI for NuVox on resold AT&T lines.

4.6.17 Inside Wire Maintenance Plan. AT&T's Inside Wire Maintenance Service Plan is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.18 MemoryCall Service. AT&T's MemoryCall Service is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.19 Intentionally Left Blank

4.6.20 Federal Subscriber Line Charges. AT&T's Federal Subscriber Line Charges will be passed on to NuVox.

4.6.21 Non-Recurring Charges. Non-Recurring Charges associated with services available for resale, where applicable, will be assessed at the discount rates set forth in the Pricing Schedule and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.

4.6.22 Customer Line Change/Number Portability Charge. AT&T's Customer Line Change/Federal Number Portability Charge will be passed on to NuVox.

4.6.23 Intentionally Left Blank

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and AT&T's state tariff and/or catalog and facilities and equipment provided by AT&T shall be maintained by AT&T.

5.2 NuVox or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.

5.3 To the extent known by appropriate personnel, NuVox will use best efforts to notify AT&T of situations that arise that may result in a service problem. AT&T will advise NuVox of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by NuVox.

5.4 NuVox will contact the appropriate repair centers in accordance with procedures established in the AT&T CLEC Online web site.

5.5 For all repair requests, NuVox shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T as set forth in the AT&T CLEC Online web site.

5.6 AT&T will bill NuVox for handling troubles that are found not to be in AT&T's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what AT&T charges to its retail customers for handling troubles that are not found to be in AT&T's network.

5.7 AT&T reserves the right to contact NuVox's customers, if deemed necessary, for maintenance purposes.

6. Establishment of Account

6.1 Establishment of an account for resale will be done according to the terms of Section 1.2 of Attachment 7 to this Agreement.

7. Establishment of Service

7.1 AT&T will accept a request directly from the customer for conversion of the customer's service from NuVox to AT&T or will accept a request from another CLEC for conversion of the customer's service from NuVox to such other CLEC. Upon completion of the conversion AT&T will notify NuVox that such conversion has been completed.

8. Discontinuance of Service to Customers

8.1 The procedures for discontinuing service to an customer are as follows:

8.1.1 AT&T will deny service to NuVox's customer on behalf of, and at the request of, NuVox. Upon restoration of the customers' service, restoral charges will apply and will be the responsibility of NuVox.

8.1.2 At the request of NuVox, AT&T will disconnect a NuVox customer.

8.1.3 All requests by NuVox for denial or disconnection of a customer for nonpayment must be submitted to AT&T via Local Service Request (LSR).

8.1.4 NuVox will be made solely responsible for notifying the customer of the proposed disconnection of the service.

9. Discontinuance of Service to NuVox

9.1 Discontinuance of service to NuVox will be done according to the terms of Section 1.6 of Attachment 7 to this Agreement.

10. Operator Services (Operator Call Processing and Directory Assistance)

10.1 Operator Call Processing. Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

10.2 Upon request for AT&T Operator Call Processing, AT&T shall:

10.2.1 Process 0+ and 0- dialed local calls

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to NuVox customer's calling card that can be validated by AT&T.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

10.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.2.9 Process emergency call trace originated by Public Safety Answering Points.

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing NuVox local customers the same IXC access that AT&T provides its own operator service.

10.2.12 Exercise at least the same level of fraud control in providing Operator Service to NuVox that AT&T provides for its own operator service.

10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by NuVox.

10.2.15 Provide call records to NuVox in accordance with ODUF standards.

10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 Directory Assistance Service

10.3.1 Directory Assistance Service provides local and non-local customer telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by NuVox's customer. AT&T shall provide caller-optional directory assistance call completion service at rates set forth in AT&T's General Subscriber Services Tariff to one of the provided listings.

10.4 Directory Assistance Service Updates

10.4.1 AT&T shall update customer listings changes daily. These changes include:

10.4.2 New customer connections

10.4.3 Customer disconnections

10.4.4 Customer address changes

10.4.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.5 Branding for Operator Call Processing and Directory Assistance

10.5.1 AT&T's branding feature provides a definable announcement to NuVox customers using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such customers in queue or connecting them to an available operator or automated operator system. This feature allows NuVox's name on whose behalf AT&T is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in the Pricing Schedule.

10.5.2 AT&T offers three branding offering options to NuVox when ordering AT&T's Directory Assistance and Operator Call Processing: AT&T Branding, Unbranding and Custom Branding.

10.5.3 Upon receipt of the branding order from NuVox, the order is considered firm after ten (10) business days. Should NuVox decide to cancel the order, written notification to NuVox's AT&T Account Executive is required. If NuVox decides to cancel after ten (10) business days from receipt of the branding order, NuVox shall pay all charges per the order.

10.6 Intentionally Left Blank

10.7 **OS/DA Non-Recurring Charges for Loading Automated Call Greeting (i.e. Brand Announcement), Rates and Reference Information**

10.7.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore NuVox agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by NuVox’s end user, and this greeting is mandatory, not optional, when AT&T is the OS/DA provider.

10.7.1.1 NuVox will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website (https//:clec.att.com/clec).

10.7.1.2 AT&T will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. NuVox may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.

10.7.2 If NuVox does not wish to brand the OS/DA calls, NuVox may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.

10.7.2.1 NuVox understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.

10.7.2.2 NuVox agrees that if it does not brand the call, NuVox shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

10.7.2.3 AT&T must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by NuVox.

10.7.3 AT&T will be responsible for loading the NuVox-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T retail end users. NuVox will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.

10.7.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Pricing Schedule.

10.7.5 In all current AT&T OS/DA switches, the applicable NuVox-charged retail OS/DA rates and a NuVox-provided contact number (e.g., reference to a NuVox business office or repair call center) are loaded into the system utilized by the OS/DA Operator.

10.7.6 AT&T will be responsible for loading the NuVox-provided OS/DA retail rates and the NuVox-provided contact number(s) into the OS/DA switches. NuVox will be responsible for paying the initial reference and rate loading charges.

10.7.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Pricing Schedule.

10.7.8 Converting End Users from Prior Branded Service to NuVox or Silent-Branded Service, or between Resale and facilities-based service.

10.7.8.1 To the extent that NuVox has already established the Branding/Silent Announcement recording in AT&T OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

10.7.8.2 To the extent that NuVox has not established the Branding/Silent Announcement recording in AT&T OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the attached Pricing Schedule.

10.7 Intentionally Left Blank

10.7.1.1 Intentionally Left Blank

11. Line Information Database (LIDB)

11.1 AT&T will store in its Line Information Database (LIDB) records relating to service only in the AT&T region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

11.2 AT&T will provide LIDB Storage upon written request to NuVox's Account Manager stating a requested activation date.

12. RAO Hosting

12.1 RAO Hosting is not required for resale in the AT&T region.

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13. Intentionally Left Blank

14. Intentionally Left Blank

	Type of Service			IL			
				Resale	Discount		
1	Grandfathered Services (Note 1)			Yes	Yes		
2	Promotions - > 90 Days(Note 2)			Yes	Yes		
3	Promotions - ≤ 90 Days (Note 2)			Yes	No		
4	Lifeline/Link Up Services			Yes	Yes		
5	911/E911 Services			Yes	Yes		
6	N11 Services			Yes	Yes		
7	MemoryCall®Service			No	No		
8	Mobile Services			No	No		
9	Federal Subscriber Line Charges			Yes	No		
10	Non-RecurCharges			Yes	Yes		
11	Customer Line Chg-Number Portability			No	No		
12	Public Telephone Access Svc(PTAS)			Yes	Yes		
13	Inside Wire Maint Service Plan			Yes	No		

	Applicable Notes:
1.	**Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2.	Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by AT&T directly
3.	MemoryCall® Service is equivalent of AT&T's Retail Voice Mail offering. **AT&T wholesale Voice Mail offering for Resell is not equivalent to AT&t Retail offering.**
4.	Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number used by AT&T for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by AT&T that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by AT&T in connection with a resold local exchange service.

D. Calling Card number - a billing number plus PIN number assigned by AT&T.

E. PIN number - a four-digit security code assigned by AT&T that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by NuVox.

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by AT&T and toll billing exception indicator provided to AT&T by NuVox.

J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to AT&T by NuVox for originating line numbers.

L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which AT&T agrees to store in its LIDB certain information at the request of NuVox and pursuant to which AT&T, its LIDB customers and NuVox shall have access to such information. In addition, this Agreement sets forth the terms and conditions for NuVox's provision of billing number information to AT&T for inclusion in AT&T's LIDB. NuVox understands that AT&T provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of NuVox, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to NuVox's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement.

B. AT&T will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   AT&T is authorized to use the billing number information to determine whether NuVox has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   AT&T is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by AT&T, and where the last four digits (PIN) are a security code assigned by AT&T.

3. OLNS

   AT&T is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of NuVox from which a call originates.

4. GetData

   AT&T is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of NuVox indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

AT&T will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in AT&T's LIDB, provided that such information is included in the LIDB query. AT&T will establish fraud alert thresholds and will notify NuVox of fraud alerts so that NuVox may take action it deems appropriate.

III. Responsibilities of the Parties

A. AT&T will administer all data stored in the LIDB, including the data provided by NuVox pursuant to this Agreement, in the same manner as AT&T's data for AT&T's customer customers. AT&T shall not be responsible to NuVox for any lost revenue which may result from AT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by AT&T in its sole discretion from time to time.

B. Billing and Collection Customers

AT&T currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers (B&C Customers) query AT&T's LIDB to determine whether to accept various billing options from customers. Until such time as AT&T implements in its LIDB and its supporting systems the means to differentiate NuVox's data from AT&T's data, the following shall apply:

(1) AT&T will identify NuVox customer originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. NuVox is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their customers.

(2) AT&T shall have no obligation to become involved in any disputes between NuVox and B&C Customers. AT&T will not issue adjustments for charges billed on behalf of any B&C Customer to NuVox. It shall be the responsibility of NuVox and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A. NuVox will not be charged a fee for storage services provided by AT&T to NuVox, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on AT&T's income) determined by AT&T or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by NuVox in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. General

1.1 This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (UNEs) and combinations of UNEs with other UNEs (Combinations) that AT&T shall offer to NuVox in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth rates, terms and conditions for other facilities and services AT&T makes available to NuVox (Other Services). The rates for each UNE, Combination and Other Service are set forth in the Pricing Schedule. In providing access or obtaining access to UNEs, Combinations and Other Services, the Parties shall comply with all applicable FCC rules and orders and Commission rules and orders.

1.1.1 Network Element is as defined in the FCC's rules**.**

1.1.2 Business Line. For purposes of this Attachment, a "Business Line" is, as defined in 47 C.F.R. § 51.5.

1.1.3 Fiber-Based Collocator. For purposes of this Attachment, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5 and 51.319(e).

1.1.4 Building. For purposes of this Attachment, a "Building" shall be defined on a case-by-case basis using the standard of a "reasonable person in the telecommunications industry."

1.1.5 Route. For purposes of this Attachment, a "Route" is as defined in 47 C.F.R. §51.5 and §51.319(e).

1.1.6 Technically Feasible is as defined in the FCC's rules.

1.1.7 UNE is defined to mean the Network Elements that AT&T is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act and FCC and Commission rules and orders that are set forth in this Attachment.

1.2 AT&T shall provide and NuVox may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319.

1.3 AT&T shall comply with the requirements set forth in the technical references identified in this Attachment. Such requirements shall be applied in a non-

discriminatory manner and at parity and shall be in accord with all FCC and Commission requirements.

1.4 Consistent with Section1.2 above, NuVox shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.5 **Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services**

1.5.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE or Combination, and shall convert a UNE or Combination to an equivalent wholesale service or group of wholesale services offered in accordance with 47 C.F.R. § 51.316 (collectively "Conversion"). AT&T will not require physical rearrangements if the Conversion can be completed through record changes only**.** The applicable nonrecurring service order charge switch-as-is rates for such Conversions are contained in the Pricing Schedule as Special Access to UNE Conversion per Activity and Special Access to UNE per Circuit. Orders for Converstions will be handled in accordance with the guidelines posted on AT&T CLEC Online. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status applicable to such converted services. Any change from a wholesale service/group of wholesale services to a UNE/Combination, or from a UNE/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement of the UNE/Combination or wholesale service/group of wholesale services will not be considered to be a Conversion for purposes of this Attachment. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the Agreement, nonrecurring charges for the UNE or Combination from the Pricing Schedule, or cross connect from the Pricing Schedule, will apply. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only.

1.5.2 Any price change resulting from the Conversion will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from NuVox. The fact that the Parties have agreed to this Section 1.5.2 shall not be used by either Party against the other in any dispute raised prior to the Effective Date of this Attachment regarding the effective date for billing changes resulting from a Conversion; provided, however, that this provision does not preclude either Party from making any arguments based on the FCC's decision in the TRO in any such dispute.

1.5.3 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.

1.6 **Transition of UNEs to Other Services**

1.6.1 Except to the extent expressly provided otherwise in this Attachment, NuVox may not maintain any UNE or Combination that is no longer offered pursuant to the Agreement (collectively "Arrangements"). In the event AT&T determines that NuVox has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide NuVox with thirty (30) days written notice to disconnect or convert such Arrangements. If NuVox fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such facilities to the equivalent tariffed AT&T service. Those facilities identified and transitioned by AT&T pursuant to this Section 1.6 shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service, as set forth in AT&T's tariffs. The applicable recurring charge shall apply to each facility as of the Effective Date of this Agreement.

1.7 **Self Certification for DS1 and DS3 loops and DS1, DS3, and Dark Fiber Transport**

1.7.1 Prior to submitting an order pursuant to the Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity (DS1 or above) Loops, NuVox shall undertake a reasonably diligent inquiry to determine whether NuVox is entitled to unbundled access to such Section 251 Network Elements in accordance with the terms of the Agreement. By submitting any such order, NuVox self-certifies that to the best of NuVox's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Section 251 Network Element pursuant to the Agreement. Upon receiving such order, AT&T shall process the request in reliance upon NuVox's self-certification. To the extent AT&T believes that such request does not comply with the terms of the Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of the Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill NuVox the difference between the rates for such circuits pursuant to the Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, NuVox shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.7.2 In the event that (1) AT&T designates a wire center as non-impaired, (2) NuVox converts existing UNEs to other services or orders new services as services other

than UNEs, (3) NuVox otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) AT&T acknowledges or a state or federal agency regulatory body with authority determines that, at the time AT&T designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of NuVox, AT&T shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, AT&T shall refund NuVox the difference between the rate paid by NuVox for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

1.7.3 NuVox may utilize UNEs and Other Services in a manner consistent with applicable industry standards and applicable AT&T Technical References incorporated into AT&T's Reference Library found on AT&T's CLEC Online website at https://clec.att.com/clec. In the event that NuVox perceives that AT&T's Technical References include provisions that unreasonably limit NuVox's ability to access and utilize UNEs in accordance with this Attachment, NuVox shall notify AT&T and the Parties shall attempt to resolve the issue. If the Parties are unable to resolve the issue, the dispute shall be handled in accordance with the dispute resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.

1.8 **Routine Network Modifications (RNMs)**

1.8.1 AT&T will perform RNMs in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4). Except to the extent expressly provided otherwise in this Attachment, if AT&T has anticipated such RNMs and performs them during normal operations and such function was included in AT&T's cost studies that, through Commission proceedings or agreement by the Parties resulted in rates set forth in the Pricing Schedule, then AT&T shall perform such RNMs at no additional charge. RNMs shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNMs were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in the Pricing Schedule, then NuVox must submit a LSR to have the work performed. Each request will be handled as a project on an individual case basis until such time as AT&T incorporates such RNM into its normal operations and develops a charge for such RNM that is included in the Agreement by amendment thereto. If NuVox believes that a RNM should be incorporated into AT&T's normal operations and AT&T disagrees with such determination, the dispute shall be

resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. AT&T will provide a price quote for the request, and upon receipt of payment from NuVox, AT&T shall perform the RNM. If NuVox believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of the Agreement. While the dispute is pending, NuVox shall have the option of requesting AT&T to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. AT&T will provide a cost study upon request after the firm quote.

1.9 **Commingling**

1.9.1 Commingling means the connecting, attaching, or otherwise linking of a UNE, or a Combination, to one or more Telecommunications Services or facilities that NuVox has obtained at wholesale from AT&T, or the combining of a UNE or Combination with one or more such wholesale Telecommunications Services or facilities.

1.9.2 AT&T shall provide commingling of services in accordance with 47 C.F.R. § 51.309.

1.9.3 AT&T shall permit NuVox to commingle a UNE or Combination obtained pursuant to Section 251 of the Act with one (1) or more facilities that NuVox has obtained at wholesale from AT&T, pursuant to a method other than unbundling under Section 251(c)(3) of the Act. Nothing in this Section 1.9.3 shall prevent NuVox from commingling UNEs with tariffed special access loops and transport services.

1.9.4 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a UNE or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or 2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.

1.9.5 Unless otherwise agreed to by the Parties, the UNE portion of a commingled facility will be billed at the rates set forth in the Pricing Schedule, and the remainder of the facility or service will be billed in accordance with AT&T's tariffed rates, or the rates set forth by separate agreement.

1.9.6 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or the tariff) as the higher bandwidth service. The Cross Connects will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth service.

1.10 **Rates**

1.10.1 The prices that NuVox shall pay to AT&T for UNEs, Combinations and Other Services are set forth in the Pricing Schedule. To the extent a rate is required to be TELRIC-compliant, the rate in the Pricing Schedule shall be TELRIC-compliant, and if Commission approved, is the Commission approved rates. If NuVox purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. If no rate is identified in this Agreement for an UNE, Combination or Other Service that is required to be a TELRIC-compliant rate, the rate will be a TELRIC-compliant rate set by the Commission, or if no such rate has been set by a Commission, AT&T shall propose an interim TELRIC-compliant rate based upon a cost study that AT&T will provide upon request from NuVox. If the rate is not required to be TELRIC-compliant, then the rate may be negotiated by the Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.

1.10.2 Rates, terms and conditions for Expedite Charges will apply in accordance with Attachment 6. Expedite Charges for expediting UNEs and Other Services orders and are as set forth in the Pricing Schedule.

1.10.3 Intentionally Left Blank

1.10.4 Fractionalized billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

2. Loops

2.1 **General**

2.1.1 AT&T shall provide NuVox with nondiscriminatory access to the local loop on an unbundled basis, in accordance with FCC 47 C.F.R. 51.319(a). The various loops that AT&T currently offers and is required to make available are set forth herein.

2.1.1.1 For the purposes of this Agreement, and not by way of limitation, the phrase “end user customer premises” as used in 47 C.F.R. 51.319(a) shall not be interpreted to include such places as a carrier’s mobile switching center, base station, cell site,

or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

2.1.2 When NuVox is purchasing a loop, NuVox shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the loop.

2.1.2.1 The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

2.1.3 The provisioning of a loop to NuVox's collocation space will require AT&T to provide cross office cabling and cross connections within the central office to connect the loop to the demarcation point associated with the collocation space. These cross connects are separate components that are not considered a part of the loop, and thus, have a separate charge as set forth in the Pricing Schedule.

2.1.4 Where facilities are available, AT&T will install loops in compliance with AT&T's Unbundled Network Elements Guides available at the website at AT&T's CLEC Online website. For orders of fifteen (15) or more loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory intervals will be set by the AT&T project manager for that order. When loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.5 The loop shall be provided to NuVox in accordance with reasonable and nondiscriminatory provisions set forth in AT&T's TR-73600 Unbundled Local Loop - Technical Specifications and applicable industry standard technical references.

2.1.6 AT&T will provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered.

2.1.7 When an AT&T technician is required to be dispatched to provision the loop, AT&T will tag the loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the loop, AT&T will tag the loop on the next required visit to the customer's location. If NuVox wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch, NuVox may order loop tagging. Rates for loop tagging are as set forth in the Pricing Schedule.

2.2 **Transition for Certain DS1 and DS3 Loops**

2.2.1 For purposes of this Section 2.2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in Section 2.2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.2.2 For purposes of this Section 2.2, Embedded Base means DS1 and DS3 Loops that were in service for NuVox as of March 11, 2005 in those wire centers that met the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 below. During the Transition Period, NuVox shall be entitled to order and AT&T shall provision moves, changes and additions of DS1 and DS3 Loops that NuVox orders for the purpose of serving its existing DS1 and DS3 Loop customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

2.2.3 Excess DS1 and DS3 Loops are those NuVox DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Section 2.2.3.1 below. Subsequent disconnects or loss of customers shall be removed from Excess DS1 and DS3 Loops.

2.2.3.1 AT&T shall not provide more than ten (10) unbundled Section 251 DS1 Loops to NuVox at any single Building in which DS1 Loops are available as Section 251 Loops. NuVox may obtain a maximum of a single Section 251 DS3 Loop to any single Building in which DS3 Loops are available as Section 251 Loops.

2.2.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.3 below, AT&T shall make available DS1 and DS3 Loops meeting the following thresholds for NuVox's Embedded Base, and Excess DS1 and DS3 loops during the Transition Period:

2.2.4.1 DS1 Loops at any building within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold). Except as set forth in Section 1.7 above and Section 2.3 below, once a wire center exceeds both of the thresholds set forth in this Section 2.2.4.1, AT&T will not be required to provide Section 251 DS1 Loops in that wire center.

2.2.4.2 DS3 Loops at any building within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold). Except as set forth in Section 1.7 above and Section 2.3 below, once a wire center exceeds both of the thresholds set forth in this Section 2.2.4.2, AT&T will not be required to provide Section 251 DS3 Loops in that wire center.

2.2.5 A list of wire centers meeting the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 above, as ordered by the Commission in Docket No. 05-0442____(Initial Wire Center List), may be found at https://clec.att.com/clec/hb/shell.cfm?section=2410&hb=1504.

2.2.6 Transition Period Pricing. From March 11, 2005 through March 10, 2006, AT&T shall charge a rate for NuVox's Embedded Base of DS1 and DS3 Loops and NuVox's Excess DS1 and DS3 Loops equal to 115% of the rate paid by NuVox for those elements on June 15, 2004. The Transition Period rate for DS1 and DS3 Loops shall be as set forth in the Pricing Schedule and this Section 2.2.6.

2.2.6.1 No later than March 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of DS1 and DS3 Loops and Excess DS1 and DS3 Loops to be either disconnected or converted to other AT&T arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Loops to special access circuits, AT&T will include such DS1 and DS3 Loops within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. No later than 30 days from receipt of NuVox's spreadsheet, AT&T shall return a spreadsheet to NuVox, including a finalized list of Embedded Base and Excess DS1 and DS3 Loops to be converted or disconnected. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. Conversions will be subject to the switch-as-charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

2.2.6.2 If NuVox failed to submit the spreadsheet(s) specified in Section 2.2.6.1 above for all of its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, or as soon as practicable thereafter, AT&T will identify NuVox's remaining Embedded Base of DS1 and DS3 Loops and Excess DS1 and DS3 Loops, if any, and will transition such Loops to the equivalent tariffed AT&T service(s). Those facilities identified and transitioned by AT&T pursuant to this Section 2.2.6.2 shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service, as set forth in AT&T's tariffs.

2.2.6.3 For Embedded Base DS1 and DS3 Loops and Excess DS1 and DS3 Loops converted pursuant to Section 2.2.6.1 above or transitioned pursuant to Section 2.2.6.2 above, the applicable recurring charge for the alternative AT&T service shall apply to each facility as of March 11, 2006.

2.2.6.4 The transition of the Embedded Base and Excess DS1 and DS3 Loops must be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.3 **Modifications and Updates to the Initial Wire Center List and Subsequent Transition Periods for DS1 and DS3 Loops**

2.3.1 In the event AT&T seeks to designate additional wire centers that meet the criteria set forth in Sections 2.2.4.1 and 2.2.4.2 above, but that were not included in the Initial Wire Center List, AT&T shall provide to NuVox via Accessible Letter (AL), including AT&T's proposed list of any such additional wire centers (Subsequent Wire Center List), in accordance with the General Terms and Conditions of the Agreement, and AT&T shall post such AL on AT&T's CLEC Online website.

2.3.2 Designation by AT&T of additional "non-impaired" wire centers will be based on the following criteria:

2.3.2.1 The CLLI of the wire center.

2.3.2.2 The number of switched business lines served by AT&T in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

2.3.2.3 The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.

2.3.2.4 A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.

2.3.2.5 The names of any carriers relied upon as fiber-based collocators.

2.3.2.6 AT&T and NuVox agree to resolve disputes concerning AT&T's additional wire center designations in dispute resolution proceedings before the Commission.

2.3.2.7 Absent any such dispute being filed, effective thirty (30) days after the date of AT&T's AL and Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and DS3 Loops, as applicable, in such Subsequent Wire Centers, except pursuant to the self-certification process set forth in Section 1.7 above and pursuant to the transition set forth in this Section 2.3.

2.3.2.8 For purposes of this Section 2.3, AT&T shall make available DS1 and DS3 Loops that were in service for NuVox in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base), until one hundred

eighty (180) days after the thirtieth (30th) business day from the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.3.2.9 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

2.3.2.10 The applicable rates for the Subsequent Embedded Base of DS1 and DS3 Loops during the Subsequent Transition Period, or until the date on which AT&T converts the Subsequent Embedded Base to alternative AT&T arrangements, whichever is sooner, shall be 115% of the rates set forth in the Pricing Schedule for those elements on the date of AT&T's AL identifying the Subsequent Wire Center List.

2.3.2.11 No later than one hundred eighty (180) days from date of AT&T's AL identifying the Subsequent Wire Center List, or as soon as practicable thereafter, NuVox shall submit a spreadsheet(s) identifying all of the Subsequent Embedded Base of DS1 and DS3 Loops to be disconnected or converted to other AT&T arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Loops to special access circuits, AT&T will include such DS1 and DS3 Loops within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Conversions will be subject to the switch-as-is charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

2.3.2.12 If NuVox fails to submit the spreadsheet(s) specified in Section 2.3.1.6 above for all of its Subsequent Embedded Base within one hundred eighty (180) days after the date of AT&T's AL identifying the Subsequent Wire Center List, or as soon as practicable thereafter, and otherwise fails to dispute AT&T's Subsequent Wire Center List, AT&T will identify NuVox's remaining Subsequent Embedded Base, if any, and will transition such facilities to the equivalent tariffed AT&T service. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. Those facilities identified and transitioned by AT&T shall be subject to the switch-as-is charge set forth in the Pricing Schedule as Special Access to UNE Conversion per Activity and Special Access to UNE per Circuit. Orders for Converstions will be handled in accordance with the guidelines posted on AT&T CLEC Online. (see Section 1.5.1).

2.3.2.13 Subject to Section 1.7 above, for Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply as of the earlier

of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.3.2.14 The Subsequent Embedded Base of DS1 and DS3 Loops converted by AT&T pursuant to Sections 2.3.1.6 and 2.3.1.7 must be converted in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.4 **Loops**

2.4.1 Copper Loops. AT&T will provide access to unbundled Copper loops as required by FCC Rule 51.319(a)(1).

2.4.2 Hybrid Loops. AT&T will provide access to unbundled hybrid Loops as required by FCC Rule 51.319(a)(2).

2.4.3 AT&T will provide access to Fiber to the Home and Fiber to the Curb Loops as required by 47 C.F.R. § 51.319(a)(3).

2.4.3.1 Fiber to the Home (FTTH) Loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

2.4.3.2 Fiber to the Curb (FTTC) Loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.

2.4.3.3 Greenfield Requirements. In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.

2.4.3.4 Overbuild Requirements. In FTTH/FTTC overbuild situations where AT&T also has copper loops, AT&T will make those copper loops available to NuVox on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will

offer a 64 kilobits per second voice grade channel over its FTTH/FTTC facilities. AT&T's retirement of copper loops must comply with Applicable Law.

2.4.3.4.1 In FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by NuVox. If the request is received by AT&T for a copper Loop, and the copper Loop facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will apply. Where AT&T is unable to meet the standard loop provisioning interval, AT&T must provide a 64kbps voice grade channel over its FTTH/FTTC facilities while the copper is being restored.

2.4.3.5 Notwithstanding the above, nothing in this Section 2.4.3 shall limit AT&T's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination) in any wire center where AT&T is required to provide such loop facilities.

2.4.3.6 Hybrid Loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local Loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide NuVox with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such Hybrid Loops, including DS1 and DS3 capacity where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T's central office and a customer's premises, but AT&T is not required to provide access to the packet switched features, functions and capabilities of its Hybrid Loops.

2.4.3.6.1 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice or procedure the disrupts or degrades access to a local Loop or subloop, including the time division multiplexing-based features, functions and capabilities of a Hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Agreement.

2.4.3.7 DS1 Loops. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

2.4.3.8 Upon NuVox's request, AT&T shall provide NuVox with nondiscriminatory access to DS1 loops on an unbundled basis under the Agreement in accordance with this Section, and 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.4.3.9 DS3 Loops. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.

2.4.3.10 Upon NuVox's request, AT&T shall provide NuVox with nondiscriminatory access to DS3 loops on an unbundled basis under the Agreement in accordance with this Section, and 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51.

2.4.4 **Dark Fiber Loops**

2.4.4.1 AT&T shall provide NuVox with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at an end user customer's premises and the AT&T central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.

2.4.4.2 **Transition for Dark Fiber Loop**

2.4.4.2.1 For purposes of this Section 2.4.4.2, the Transition Period for Dark Fiber Loops (defined in Section 2.4.4.1) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.4.4.2.2 For purposes of this Section 2.4.4.2, Embedded Base means Dark Fiber Loops that were in service for NuVox as of March 11, 2005. For the State of Illinois, during the Transition Period, NuVox shall be entitled to order and AT&T shall provision moves, changes and additions of Dark Fiber Loops that NuVox orders for the purpose of serving its existing Dark Fiber Loop customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

2.4.4.2.3 During the Transition Period, AT&T shall make Dark Fiber Loops available for NuVox's Embedded Base at the rates, terms and conditions set forth in this Section 2.4.4.2.

2.4.4.3 Transition Period Pricing. From March 11, 2005 through September 10, 2006, AT&T shall charge a rate for NuVox's Embedded Base of Dark Fiber Loops equal to 115% of the rate paid by NuVox for that element on June 15, 2004. The

Transition Period rate for Dark Fiber Loops shall be as set forth in the Pricing Schedule and this Section 2.4.4.3.

2.4.4.3.1 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to the Agreement.

2.4.4.3.2 No later than September 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Loops to be either disconnected or converted to other AT&T arrangements, as Conversions or Rearrangements, or transitioned to wholesale services obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert Dark Fiber Loops to special access circuits, AT&T will include such Dark Fiber Loops within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Loops. Conversions will be subject to the switch-as-is charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

2.4.4.3.3 If NuVox failed to submit the spreadsheet(s) specified in Section 2.4.4.3.2 above for all of its Embedded Base on or before September 10, 2006, or as soon as practicable thereafter, AT&T will identify NuVox's remaining Embedded Base of Dark Fiber Loops, if any, and will transition such facilities to the equivalent tariffed AT&T service. Those facilities identified and transitioned by AT&T pursuant to this Section 2.4.4.3.3 shall be subject to all applicable disconnect charges as set forth in the Agreement and full nonrecurring charges for installation of the equivalent tariffed AT&T service, as set forth in AT&T's tariffs.

2.4.4.3.4 Notwithstanding any other provision of this Agreement, for Embedded Base Dark Fiber Loops in place after September 11, 2006, the applicable recurring charge for the alternative AT&T service shall apply to each facility as of September 11, 2006.

2.4.4.4 The transition of the Embedded Base of Dark Fiber Loops must be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.4.5 **Loop Testing/Trouble Reporting**

2.4.5.1 NuVox will be responsible for testing and isolating troubles on the loops. NuVox must test and isolate trouble to the AT&T portion of a designed/non-designed unbundled loop before reporting repair to the Wholesale Customer Maintenance Center (WCMC). Upon request from AT&T at the time of the trouble report,

NuVox will be required to provide the results of the NuVox test which indicate a problem on the AT&T provided loop.

2.4.5.2 Once NuVox has isolated a trouble to the AT&T provided loop, and has issued a trouble report to AT&T on the loop, AT&T will take the actions necessary to repair the loop if a trouble actually exists. AT&T will repair these loops in a reasonable and nondiscriminatory manner and in time frames that are as favorable as those in which AT&T repairs similarly situated loops to its customers.

2.4.5.3 If NuVox reports a trouble on a non-designed or designed loop and no trouble actually exists, AT&T will charge NuVox for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the loop's working status. AT&T will assess the applicable Maintenance of Service Charge found in the Pricing Schedule. If NuVox reports the same trouble on the same UNE loop within thirty (30) calendar days of AT&T's notification to NuVox of its disposition of the prior trouble, and AT&T is able to determine that such trouble does exist on AT&T's network, NuVox shall be credited on the next billing cycle for charges associated with the prior trouble.

2.4.5.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by NuVox (*e.g.*, incomplete address, incorrect contact name/number, etc.), AT&T will bill NuVox for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided, in accordance with rates set forth in the Pricing Schedule.

2.4.5.5 AT&T shall test all loops at parity in a nondiscriminatory manner. The results of such testing, to the extent available, shall be provided to NuVox upon request.

2.5 Coordinated Hot Cuts (CHC) **and** Frame Due Time (FDT)

2.5.1 "Coordinated Hot Cut." (CHC) allows AT&T and NuVox to coordinate the installation of loops CHC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date.

2.5.2 "Frame Due Time." (FDT) allows NuVox to order a specific time for CHC to take place. AT&T will make every effort to accommodate NuVox's specific conversion time request. However, AT&T reserves the right to negotiate with NuVox a conversion time based on load and appointment control when necessary. This FDT is a chargeable option for all loops and is billed in addition to the OC charge. NuVox may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If NuVox specifies a time outside this window, or selects a time or quantity of loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in

addition to the CHC and FDT charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff for each state. The FDT charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.5.3 For a coordinated conversion, i.e., to LNP with loop or to stand alone loop where CHC is provided for in this agreement, AT&T shall verbally coordinate the disconnect with NuVox and perform any switch translations so as to limit customer service outage. When CHC is provided, AT&T will call NuVox twenty-four (24) to forty-eight (48) hours prior to the actual conversion to ensure NuVox will be ready on the due date and to review the details of the cutover. NuVox may designate the conversion time when the conversion involves a loop with LNP by ordering FDT conversion at rates designated in this agreement. For FDT conversions, AT&T and NuVox shall mutually agree upon cut over time and AT&T will verify the cut over time designated by NuVox twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. Both Parties will use best efforts to ensure that conversions will commence within fifteen (15) minutes of the established time. For coordinated conversions, AT&T's target interval for service disruption to the customer is fifteen (15) minutes or less.

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2.8 **Ordering Guidelines and Processes**

2.8.1 Ordering and provisioning for UNEs and Other Services shall be as set forth in Attachment 6.

2.8.2 Additional UNE product information may also be found on "AT&T's CLEC Online" website.

2.8.3 The provisioning of Network Elements, Combinations and Other Services to CLEC's Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

2.9 **Unbundled Loops**

2.9.1 AT&T shall make available the following analog loops:

2.9.1.1 2-wire Analog Loop

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2.9.1.3 4-wire Analog Loop

2.9.2 2-wire or 4-wire Analog Loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time and shall result in no voice grade service disruption or degradation to the customer. In these situations, AT&T will ensure that the newly provided facility will support a 64 kbps channel capable of supporting voice grade services. AT&T will not guarantee that NuVox will be able to continue to provide any advanced services over the new facility.

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2.9.2.1.1 For an additional charge AT&T will make available additional loop testing so that NuVox may request further testing on new Analog Loops. Rates for additional loop testing are as set forth in the Pricing Schedule.

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2.10 **Unbundled Digital Loops**

2.10.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

2.10.2 AT&T shall make available the following UDLs as set forth below:

2.10.2.1 2-wire Digital Loop

2.10.2.2 2-wire xDSL Loop

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2.10.2.4 4-wire xDSL Loop

2.10.2.5 DS1 Digital Loop

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2.10.2.7 DS3 Loop

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2.10.4 An xDSL loop provides a 2-wire or 4-wire bi-directional transmission path between the main distribution frame (MDF) or equivalent device, of the wire center, and the network interface device (NID) located at the end user's premises, that supports the transmission of xDSL technologies. The CLEC must provide termination equipment in the central office by means of a physical or virtual collocation and a connecting facility arrangement

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2.10.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the customer’s location. For the purposes of this Agreement, including the transition of DS1 and DS3 loops described in Section 2.2 above, DS1 loops include 2-wire and 4-wire copper loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL-Compatible loops .

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2.10.8 DS3 Loop**.** DS3 loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. DS3 loops come with a test point and a DLR. DS3 loops require a Service Inquiry (SI) in order to ascertain availability. Rates are mileage sensitive and the mileage is in airline miles, rounded up and a minimum of one (1) mile applies. AT&T TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 service.

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2.12 **DSL Conditioning**

2.12.1 Line Conditioning is defined as defined in FCC 47 C.F.R. § 51.319 (a)(1)(iii)(A). AT&T shall perform line conditioning in accordance with FCC 47 C.F.R. § 51.319 (a)(1)(iii). Insofar as it is technically feasible, AT&T shall test and report troubles for all the features, functions and capabilities of conditioned copper loops, and may not restrict its testing to voice transmission only. .

2.12.2 AT&T will remove load coils on copper loops and subloops of any length at the rates set forth in the Pricing Schedule.

2.12.3 Any copper loop being ordered by NuVox will be modified, upon request from NuVox. This modification will be performed at the rates in the Pricing Schedule. Line conditioning orders that require the removal of bridged tap will be performed at the rates set forth in the Pricing Schedule.

2.12.4 Rates for DSL Conditioning are as set forth in the Pricing Schedule.

2.12.5 AT&T will not modify a loop in such a way that it no longer meets the technical parameters of the original loop type being ordered. If NuVox wants a different type of loop, or wants the original loop type modified to a different loop type, than NuVox must submit a new order for that type of loop.

2.12.6 If NuVox requests Conditioning on a loop order, AT&T may perform a Line and Station Transfer (LST) and provision a different loop facility in lieu of the Conditioning if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. NuVox will not be charged for Conditioning if a different loop is provisioned but will be charged for the LST at the rates in the Pricing Schedule. For loops that require a DLR or its equivalent, AT&T will provide LMU detail of the loop provisioned.

2.12.7 NuVox will request loop make up information pursuant to the Agreement, via the Tool Bar Application, prior to submitting a service inquiry and/or an LSR for the loop type that NuVox desires AT&T to condition.

2.12.8 When requesting loop information for a loop that AT&T has previously provisioned for NuVox, NuVox will submit a Loop Qualification Inquiry by working telephone number (WTN) to AT&T. If a spare loop facility that meets the loop modification specifications requested by NuVox is available at the location for which the loop information was requested, NuVox will have the option to change the loop facility to the qualifying spare facility rather than to provide loop information. In the event that AT&T changes the loop facility in lieu

of providing loop information, NuVox will not be charged for loop information but will only be charged the service order charges for submitting an order.

2.13 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.13.1 Where NuVox has requested an unbundled loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to NuVox. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for NuVox (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
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2.13.3 If no alternate facility is available, and upon request from NuVox, and if agreed to by both Parties, AT&T may utilize its BFR process to determine the additional costs required to provision facilities. NuVox will then have the option of paying the one-time construction rates to place the loop.

2.14 **Network Interface Device**

2.14.1 The NID is defined as any means of interconnection of the end user customer's premises wiring to AT&T's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID). The NID features two (2) independent chambers or divisions that separate the service provider's network from the end user customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.14.2 AT&T shall permit NuVox to connect NuVox's loop facilities to the end user customer's premises wiring through the AT&T NID or at any other technically feasible point.

2.14.3 **Access to NID**

2.14.3.1 NuVox may access the end user customer's premises wiring by any of the following means and NuVox shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.14.3.1.1 AT&T shall allow NuVox to connect its loops directly to AT&T's multi-line residential NID enclosures that have spare terminations available or NuVox can connect to terminations that currently have loops attached to them but that are not currently used by AT&T or any other telecommunications carrier to provide service to the premises.

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2.14.3.1.3 Where an adequate length of the end user customer's premises wiring is present and environmental conditions permit, either Party may remove the end user customer's premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the customer and has provided reasonable advanced notice to the other Party.

2.14.3.1.4 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connection or spliced jumper wire from the end user customer's premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.14.3.1.5 NuVox may request AT&T to make other rearrangements to the end user customer's premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.14.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It shall be the responsibility of the Party disconnecting loop facilities to ensure there is no safety hazard, and that Party shall hold the other harmless for any liability associated with the removal of the loop facilities from the other Party's NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.14.3.3 NuVox shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

2.14.3.4 NuVox shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.

2.14.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with NuVox to develop specific procedures to establish the most effective means of implementing this Section 2.14.3 if the procedures set forth herein do not apply to the NID in question.

2.14.4 **Technical Requirements**

2.14.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.14.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user customer's premises and the distribution media and/or cross connect to NuVox's NID.

2.14.4.3 Existing AT&T NIDs will be provided in working condition**.** Where such NID is not functioning properly, AT&T shall repair the NID at AT&T's expense. NuVox may request AT&T to do additional work to the NID, including relocating the NID and extending associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where AT&T does not charge its retail customers to perform the same functions. When NuVox deploys its own local loops in a multiple-line termination device, NuVox shall specify the quantity of NID connections that it requires within such device.

2.14.4.4 The NID shall be equal to or better than all requirements for NIDs set forth in the applicable industry standard technical requirements.

2.15.2 **Unbundled Subloop Feeder**

2.15.2.1 Upon the Effective Date of this Agreement, Unbundled Subloop Feeder (USLF) elements will no longer be offered by AT&T at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, NuVox will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90) day period, market-based rates have not been negotiated and NuVox has not issued the appropriate disconnect orders, AT&T may immediately disconnect any remaining USLF elements and will bill NuVox any applicable disconnect charges at rates set forth in the Pricing Schedule.

2.15.3 **Unbundled Loop Concentration**

2.15.3.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by AT&T and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to AT&T's TR-73600 until such time as they are disconnected by NuVox, or AT&T provides ninety (90) calendar days notice that such ULC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.16 **Loop Qualification**

2.16.1 **Description of Service**

2.16.1.1 AT&T shall make available to NuVox loop information so that NuVox can make an independent judgment about whether the loop is capable of supporting the advanced services equipment NuVox intends to install and the services NuVox wishes to provide as described at AT&T CLEC Online, https://clec.att.com/clec/hb/shell.cfm?section=773&hb=1504. This Section 2.16.1 addresses loop information as a preordering transaction, distinct from NuVox ordering any other service(s). Loop Information Tool Bar queries are likewise unique from other preordering functions with associated SIs as described in this Agreement. The charges for loop qualification are in the applicable state Pricing Schedule.

2.16.1.2 AT&T will provide NuVox loop information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.16.1.3 AT&T's Tool Bar loop information is provided to NuVox as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the loop information provided, but AT&T shall provide to NuVox the same information that it would provide to itself.

2.16.1.4 AT&T's provisioning of loop information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the loop(s) that serve the service location for which loop information has been requested by the CLEC. The requesting CLEC is not authorized to receive loop information on a facility used or controlled by another CLEC unless the requesting CLEC has a

Letter of Authorization (LOA) from the CLEC using or controlling the loop (owner) or its authorized agent on the Tool Bar query submitted by the requesting CLEC.

2.16.1.5 NuVox may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by NuVox and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The loop information data is provided for informational purposes only and does not guarantee NuVox's ability to provide advanced data services over the ordered loop type. Further, if NuVox orders loops that do not require a specific facility medium or loops that are not intended to support advanced services (such as xDSL) and that are not inventoried as advanced services loops, the loop information for such loops is subject to change at any time due to modifications and/or upgrades to AT&T's network. NuVox is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the loop type ordered.

2.16.2 **Submitting Loop Information Inquiries**

2.16.2.1 NuVox may obtain loop information by submitting a query for a Manual or electronic loop information. Mechanized loop information queries should be submitted through AT&T's OSS Tool Bar interfaces. After obtaining the loop information from the mechanized loop information process, if NuVox needs further loop information in order to determine loop service capability, NuVox may initiate a separate Manual Service loop query for a separate nonrecurring charge as set forth in the Pricing Schedule.

2.16.2.2 Manual loop information queries shall be submitted according to the guidelines in the AT&T's CLEC Online website. The service interval for the return of a Manual loop query is three (3) business days. Manual loop queries are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

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3. Line Splitting

3.1 AT&T will provide Line Splitting in accordance with 47 C.F.R. § 51.319(a)(1)(ii). Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice LEC) deliver voice and data service to customers over the same loop. The Voice LEC and Data LEC may be the same or different carriers.

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3.2 Line Splitting – UNE-L. In the event NuVox provides its own switching or obtains switching from a third party, NuVox may engage in line splitting arrangements with another CLEC using a splitter, provided by NuVox, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.2.1 **Provisioning Line Splitting and Splitter Space – UNE-L**

3.2.1.1 NuVox provides the splitter when providing Line Splitting with UNE-L. When NuVox or its authorized agent owns the splitter, Line Splitting requires the following:

3.2.1.1.1 A 2-wire, analog loop from the NID at the customer's location to the serving wire center; a collocation cross-connection connecting the loop to the collocation space; and a second collocation cross-connection from the collocation space connected to the voice port; and

3.2.1.1.2 An unloaded 2-wire copper loop must serve the customer.

3.2.1.2 The meet point for the Voice LEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.2.1.3 NuVox or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. NuVox or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

3.2.1.4 Any splitters installed by NuVox in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. NuVox may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

3.2.2 **Maintenance – Line Splitting – UNE-L**

3.2.2.1 AT&T will be responsible for repairing troubles with the physical loop between the NID at the customer's premises and the termination point. NuVox will be responsible for maintaining the voice and data services. Each party will be responsible for maintaining its own equipment.

3.2.3 **Indemnification**

3.2.3.1 NuVox shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs, including reasonable attorney fees proximately arising out of or resulting from actions taken by the data provider or NuVox in connection with the line splitting arrangement, except to the extent caused by AT&T's negligence, gross negligence or willful misconduct.

4. Local Switching and UNE-P

4.1 Local Switching and UNE-P are not offered as a Section 251 Network Elements pursuant to the Agreement.

4.2 **Transition For Local Switching and UNE-P**

4.2.1 For purposes of this Section 4.2, the Transition Period for the Embedded Base of Local Switching and UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

4.2.2 For purposes of this Section 4.2, Embedded Base shall mean Local Switching and UNE-P, and any additional elements that are required to be provided in conjunction therewith, that were in service for NuVox as of March 11, 2005. During the Transition Period, NuVox shall be entitled to order and AT&T shall provision moves, changes and additions of Local Switching and UNE-P, and any additional elements that are required to be provided in conjunction therewith, that NuVox orders for the purpose of serving its existing Local Switching and UNE-P customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

4.2.3 Transition Period Pricing. From March 11, 2005 through March 10, 2006, AT&T shall charge a rate for NuVox's Embedded Base of Local Switching and UNE-P equal to the rate at which NuVox leased that element or combination of elements on June 15, 2004, plus one dollar. The Transition Period rates for Local Switching and UNE-P, respectively, shall be as set forth in the Pricing Schedule and this Section 4.2.3.

5. Unbundled Network Element Combinations

5.1 Upon NuVox request, AT&T shall meet its combining obligations involving UNEs to the extent required by FCC rules and orders.

5.1.1 To the extent CLEC requests a combination for which AT&T does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Attachment Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.

5.1.2 AT&T will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.

5.1.3 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:

5.1.3.1 it is technically feasible, including that network reliability and security would not be impaired;

5.1.3.2 AT&T's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

5.1.3.3 AT&T would not be placed at a disadvantage in operating its own network;

5.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T's network; and

5.1.3.5 CLEC is either unable to make the combination itself; or a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T informs CLEC of such need to combine.

5.1.4 For purposes of Section 4.1.1 and without limiting other instances in which NuVox may be able to make a combination itself, NuVox is deemed able to make a combination itself

when the UNE(s) sought to be combined are available to NuVox, including without limitation on/at an AT&T Premises, as defined in the Attachment Collocation.

5.2 **Enhanced Extended Links (EELs)**

5.2.1 EELs are combinations of unbundled loops and Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T shall provide NuVox with EELs where the underlying UNE or UNEs are available and in all instances where the requesting carrier meets the FCC's eligibility requirements, if applicable.

5.2.2 EELs include, but are not limited to the following combinations:

5.2.2.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire analog Loop

5.2.2.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire analog Loop

5.2.2.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire digital Loop

5.2.2.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire digital Loop

5.2.2.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire Digital Local Loop

5.2.2.6 DS1 Interoffice Channel + DS1 Loop

5.2.2.7 DS3 Interoffice Channel + DS3 Loop

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5.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Loop

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5.2.2.15 Commingled loop and transport facilities at the DS1 and/or DS3 Level

5.2.3 High-capacity EELs are combinations of 1) UNE loops, as defined in this Agreement, with UNE transport, as defined in this Agreement; 2) UNE loops, as defined in this Agreement, with wholesale transport; or 3) UNE transport, as

defined in this Agreement, with wholesale loops at the DS1 and/or DS3 level as described in FCC 47 C.F.R. 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in Section 5.2.5 below.

5.2.4 By placing an order for a high-capacity EEL, NuVox thereby certifies that the high-capacity EEL service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. AT&T may not deny, except as set forth in Section 5.2.6 below, NuVox's request for a high-capacity EEL based upon eligibility criteria, but shall have the right to clarify the order back to NuVox rather than processing the order should the AT&T representative identify that NuVox does not have a collocation arrangement that meets the requirements of 47 C.F.R. 51.318(c).

5.2.5 **Service Eligibility Criteria**

5.2.5.1 By placing an order for a high-capacity EEL, NuVox certifies that all of the following service eligibility criteria are met for each high-capacity EEL. These service eligibility criteria apply to all wholesale, as well as retail, service offerings by NuVox over high-capacity EELs.

5.2.5.1.1 NuVox has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;

5.2.5.1.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.2.5.1.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

5.2.5.1.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.2.5.1.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.1.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. § 51.318(c);

5.2.5.1.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk in the same LATA as the customer premises served by the

EEL over which NuVox will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.1.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, NuVox will have at least one (1) active DS1 local service interconnection trunk within the LATA over which NuVox will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.1.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

5.2.6 **EEL Audit Provisions**

5.2.6.1 AT&T may, on an annual basis, and only based upon cause, conduct an audit of NuVox's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, AT&T shall send a written Notice of Audit to NuVox, identifying the cause upon which AT&T rests its allegations and the name of the independent auditor selected to perform the audit. Such Notice of Audit will be delivered to NuVox no less than thirty (30) calendar days prior to the date upon which AT&T seeks to commence an audit. If NuVox challenges the cause stated by AT&T or the independence of the auditor selected, AT&T shall submit for Commission approval the engagement letter between it and its independent auditor and the proposed methodology/procedure for conducting the audit.

5.2.6.2 The audit shall be conducted by a third party independent auditor, retained and paid for by AT&T. The audit shall be conducted at a mutually agreeable location (or locations).

5.2.6.3 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding NuVox's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor's report will conclude whether or the extent to which NuVox complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

5.2.6.4 To the extent the independent auditor's report concludes that NuVox failed to comply with the high capacity EEL service eligibility criteria, NuVox must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

5.2.6.5 To the extent the independent auditor's report concludes that NuVox failed to comply in all material respects with the service eligibility criteria, NuVox shall reimburse AT&T for the cost of the independent auditor. Similarly, to the extent the independent auditor's report concludes that NuVox did comply in all material respects with the service eligibility criteria, AT&T will reimburse NuVox for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.

5.2.6.6 NuVox will maintain appropriate documentation to support its certifications.

5.3 **Rates**

5.3.1 The rates for the Currently Combined Network Elements specifically set forth in the Pricing Schedule shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in the Pricing Schedule, the rate for such Currently Combined Combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in the Pricing Schedule.

5.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in the Pricing Schedule shall be the non-recurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in the Pricing Schedule, the rate for such Ordinarily Combined Combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in the Pricing Schedule.

5.3.3 AT&T shall provide other Currently Combined, Ordinarily Combined and Not Typically Combined UNE Combinations to NuVox in addition to those specifically referenced in this Section 5 above, where available.

5.3.4 To the extent NuVox requests a Combination for which AT&T does not have rates and methods and procedures in place to provide such Combination, rates and/or methods and procedures for such Combination will be developed pursuant to the BFR process.

6. DS1 and DS3 Dedicated Transport, Including DS1 and DS3 Entrance Facilities; Dark Fiber Transport and Dark Fiber Entrance Facilities

6.1 AT&T shall offer unbundled access to Dedicated Transport in accordance with FCC Rules 47 C.F.R. § 51.311 and 51.319 and Section 251(c) (3) of the Act. Dedicated Transport is defined as AT&T's interoffice transmission facilities, dedicated to a particular customer or carrier that NuVox uses for transmission between wire centers or switches owned by AT&T and within the same LATA, or between wire centers or switches owned by AT&T and switches owned by NuVox. To the extent that AT&T has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the AT&T wire center shall constitute Dedicated Transport.

6.1.1 AT&T shall not be required to provide access to OCn level Dedicated Transport as a UNE pursuant to the Agreement. In addition, AT&T shall not be required, pursuant to the Agreement, to provide to NuVox unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T (Entrance Facilities).

6.2 **Transition for Certain DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities**

6.1.2 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.1.3 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport facilities that were in service for NuVox as of March 11, 2005 in those wire centers that the Commission determined in Docket No. 2004-316-C met the criteria set forth in Sections 6.2.5.1 or 6.2.5.2 below. During the Transition Period, NuVox shall be entitled to order and AT&T shall provision moves, changes and additions of DS1 and DS3 Dedicated Transport that NuVox orders for the purpose of serving its existing DS1 and DS3 Dedicated Transport customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.1.4 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for NuVox as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.1.5 For purposes of this Section 6.2, Excess DS1 and DS3 Dedicated Transport means those DS1 and DS3 Dedicated Transport facilities that were in service for NuVox as of March 11, 2005, in excess of the caps set forth in Section 6.2.7 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.1.6 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 6.3 below, AT&T shall make available DS1 and DS3 Dedicated Transport meeting the following thresholds for NuVox's Embedded Base, and Excess DS1 and DS3 Dedicated Transport, during the Transition Period:

6.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators (Tier 1 Wire Center). Except as set forth in Sections 1.7 above and 6.3 below, once a wire center meets or exceeds either of the thresholds set forth in this Section 6.2.5.1, AT&T will not be required to provide Section 251 DS1 Dedicated Transport in that wire center.

6.2.5.1.1 For purposes of counting Business Lines, a DS1 line corresponds to 24 Business Lines.

6.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center). Except as set forth in Section 1.7 above and Section 6.3 below, once a wire center meets or exceeds either of the thresholds set forth in this Section 6.2.5.2, AT&T will not be required to provide Section 251 DS3 Dedicated Transport in that wire center.

6.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available DS1 and DS3 Embedded Base Entrance Facilities for NuVox's Embedded Base during the Transition Period.

6.2.7 NuVox may obtain a maximum of twelve (12) unbundled Section 251 DS3 Dedicated Transport facilities on each route where DS3 Dedicated Transport is available as a 251 Network Element, and a maximum of ten (10) unbundled Section 251 DS1 Dedicated Transport facilities on each Route where there is no Section 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport.

6.2.7.1 A list of wire centers meeting the criteria set forth in Sections 6.2.5.1 and 6.2.5.2 above, as ordered by the Commission in Docket No. 05-0442 (Initial Wire Center List), may be found at this web site https://clec.att.com/clec/hb/shell.cfm?section=2410&hb=1504.

6.2.8 Transition Period Pricing. From March 11, 2005 through March 10, 2006, AT&T shall charge a rate for NuVox's Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport equal to 115% of the rate paid by NuVox for those elements on June 15, 2004. The Transition Period rate for DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport shall be as set forth in the Pricing Schedule and this Section 6.2.8.

6.2.9 The Transition Period shall apply only to NuVox's Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and NuVox's Excess DS1 and DS3 Dedicated Transport. NuVox shall not add new Entrance Facilities pursuant to the Agreement.

6.2.10 No later than March 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Dedicated Transport and DS1 and DS3 Entrance Facilities to special access circuits, AT&T will include such DS1 and DS3 Dedicated Transport and DS1 and DS3 Entrance Facilities within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. No later than 30 days from receipt of NuVox's spreadsheet, AT&T shall return a spreadsheet to NuVox, including a finalized list of Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport to be converted or disconnected. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. Conversions will be subject to the switch-as-is charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

6.2.11 If NuVox failed to submit the spreadsheet(s) specified in Section 6.2.11 above for all of its Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, or as soon as practicable thereafter, AT&T will identify NuVox's remaining Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such facilities to the equivalent tariffed AT&T service. Those facilities identified and transitioned by AT&T shall be subject to all applicable disconnect

charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service, as set forth in AT&T's tariffs.

6.2.12 Notwithstanding any other provision of the Agreement, for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport in place after March 11, 2006, the applicable recurring charge for the alternative AT&T service shall apply to each facility as of March 11, 2006.

6.2.13 The transition of the Embedded Based of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport must be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.3 **Modifications and Updates to the Initial Wire Center List and Subsequent Transition Periods for DS1 and DS3 Dedicated Transport**

6.3.1 In the event AT&T seeks to designate additional wire centers that meet the criteria set forth in Sections 6.2.5.1 and 6.2.5.2 above, but that were not included in the Initial Wire Center List, AT&T shall provide to NuVox an AL, including AT&T's proposed list of any such additional wire centers (Subsequent Wire Center List), in accordance with the General Terms and Conditions of the Agreement, and AT&T shall post such AL on its website.

6.3.2 Designation by AT&T of additional "non-impaired" wire centers will be based on the following criteria:

6.3.2.1 The CLLI of the wire center.

6.3.2.2 The number of switched business lines served by AT&T in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

6.3.2.3 The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.

6.3.2.4 A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.

6.3.2.5 The names of any carriers relied upon as fiber-based collocators.

6.3.3 AT&T and NuVox agree to resolve disputes concerning AT&T's additional wire center designations in dispute resolution proceedings before the Commission.

6.3.4 Absent any such dispute being filed, effective thirty (30) days after the date of AT&T's AL identifying the Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and DS3 Dedicated Transport, as applicable, in such Subsequent Wire Centers, except pursuant to the self-certification process set forth in Section 1.7 above and pursuant to the transition set forth in this Section 6.3.

6.3.5 For purposes of this Section 6.3, AT&T shall make available DS1 and DS3 Dedicated Transport facilities that were in service for NuVox in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base), until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.3.6 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

6.3.7 The applicable rates for the Subsequent Embedded Base of DS1 and DS3 Dedicated Transport during the Subsequent Transition Period, or until the date on which AT&T converts the Subsequent Embedded Base to alternative AT&T arrangements, whichever is sooner, shall be 115% of the rates set forth in the Pricing Schedule for those elements on the date of AT&T's AL identifying the Subsequent Wire Center List.

6.3.8 No later than one hundred eighty (180) days from date of AT&T's AL identifying the Subsequent Wire Center List, or as soon as practicable thereafter, NuVox shall submit a spreadsheet(s) identifying all of the Subsequent Embedded Base of DS1 and DS3 Dedicated Transport to be disconnected or converted to other AT&T arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Dedicated Transport to special access circuits, AT&T will include such DS1 and DS3 Dedicated Transport within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Conversions will be subject to the switch-as-is charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

6.3.9 If NuVox fails to submit the spreadsheet(s) specified in Section 6.3.8 above for all of its Subsequent Embedded Base within one hundred eighty (180) days after the

date of AT&T's AL identifying the Subsequent Wire Center List, or as soon as practicable thereafter, and otherwise fails to dispute AT&T's Subsequent Wire Center List, AT&T will identify NuVox's remaining Subsequent Embedded Base of DS1 and DS3 Dedicated Transport, if any, and will transition such facilities to the equivalent tariffed AT&T service. Those facilities identified and transitioned by AT&T shall be subject to the applicable switch-as-is charge as set forth in the Pricing Schedule.

6.3.9.1 Subject to Section 1.7 above, for Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3.9.2 The Subsequent Embedded Base of DS1 and DS3 Dedicated Transport converted by AT&T pursuant to Sections 6.3.8 and 6.3.9 above must be converted in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.4 AT&T shall:

6.4.1 Provide NuVox exclusive use of Dedicated Transport to a particular customer or carrier;

6.4.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this Section 6;

6.4.3 Permit, to the extent technically feasible, NuVox to connect Dedicated Transport to equipment designated by NuVox, including but not limited to, NuVox's collocated facilities; and

6.4.4 Permit, to the extent technically feasible and on a nondiscriminatory basis, NuVox to obtain the functionality provided by AT&T's digital cross-connect systems.

6.5 AT&T shall offer Dedicated Transport:

6.5.1 As capacity on a shared facility; and

6.5.2 As a circuit (i.e. 2-wire analog, DS1, DS3) dedicated to NuVox.

6.6 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.7 A route is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same route, irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.8 Any request to re-terminate one (1) end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in the Pricing Schedule shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.9 **Technical Requirements**

6.9.1 The entire designated transmission service (e.g. 2-wire analog, DS1, DS3) shall be dedicated to NuVox designated traffic.

6.9.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for cross connections in the applicable industry standards.

6.9.3 AT&T shall offer the following interface transmission rates for Dedicated Transport:

6.9.3.1 2-wire analog Equivalent;
6.9.3.2 DS1;

6.9.3.3 DS3;

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6.9.5 AT&T shall design Dedicated Transport according to its network infrastructure. NuVox shall specify the termination points for Dedicated Transport.

6.9.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.9.7 **AT&T Technical References**:

6.9.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

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6.10 **Unbundled Channelization (Multiplexing)**

6.10.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) UNE or collocation cross connect to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of AT&T. Once UC has been installed, NuVox may request channel activation on an as needed basis and AT&T shall connect the requested facilities via cross connects. The cross connects must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4. Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

6.10.2 AT&T shall make available the following channelization systems and interfaces:

6.10.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following cross connects are available: Analog and Digital Data.

6.10.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 cross connects is available with this system.

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6.10.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.10.3 **Technical Requirements**

6.10.3.1 In order to assure proper operation with AT&T provided central office multiplexing functionality, NuVox's channelization equipment must adhere strictly to form and protocol standards. NuVox must also adhere to such

applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.11 **Dark Fiber Transport.**

6.11.1 Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.11.6 below, AT&T shall not be required to provide access to Dark Fiber Entrance Facilities pursuant to the Agreement.

6.11.2 AT&T shall provide access to Dark Fiber Transport for test access and testing at termination points (demarcation points) within the relevant Serving Wire Centers. For maintenance troubles after acceptance of the Dark Fiber Transport, NuVox should use the normal trouble reporting process and AT&T will isolate and correct the problem.

6.11.3 AT&T shall make Dark Fiber Transport available in accordance with FCC Rule 51.319 (e)(3). Dark Fiber Transport consists of unactivated optical interoffice transmission facilities existing in aerial or underground structures. After NuVox requests Dark Fiber Transport, AT&T shall provide NuVox with the DB loss report for such Dark Fiber Transport that will reflect the engineered to DB loss.

6.11.4 NuVox may test Dark Fiber Transport obtained from AT&T using CLEC or CLEC designated personnel. AT&T shall provide appropriate interfaces to allow NuVox to test Dark Fiber Transport. For maintenance troubles after acceptance of the Dark Fiber Transport, NuVox should use the normal trouble reporting process and AT&T will isolate and correct the problem to the same engineered to DB loss levels that were met when AT&T originally provisioned the Dark Fiber Transport to NuVox or AT&T shall provide NuVox access to other existing, spare strands of Dark Fiber Transport that meet such engineered to DB loss levels.

6.11.5 **Requirements**

6.11.5.1 AT&T shall make available in a reasonable and nondiscriminatory manner Dark Fiber Transport where it exists in AT&T's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by AT&T for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including AT&T, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) AT&T has plans to use the fiber within

a two-year planning period. AT&T is not required to place fibers for Dark Fiber Transport if there are none available.

6.11.5.2 NuVox may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.11.5.3 AT&T shall use its best efforts to provide to NuVox information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from NuVox. Within such time period, AT&T shall send written confirmation of availability of the Dark Fiber Transport.

6.11.5.4 If the requested Dark Fiber Transport is available, AT&T shall use its commercially reasonable efforts to provision the Dark Fiber Transport to NuVox within twenty (20) business days after NuVox submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable NuVox to connect NuVox provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

6.11.5.5 If requested dark fiber has any lightwave repeater equipment interspliced to it, AT&T will remove such equipment at NuVox's request subject to time and materials charges.

6.11.5.6 If deployed in AT&T's network, on a case by case basis, AT&T may provide wave division multiplexer ("WDM") applications at rates to be negotiated by the Parties. For WDM applications, AT&T shall provide to NuVox an interface to an existing WDM device or allow NuVox to install its own WDM device (where sufficient system loss margins exist or where NuVox provides the necessary loss compensation) to multiplex the traffic at wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

6.11.6 **Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities**

6.11.6.1 For purposes of this Section 6.11.6, the Transition Period for the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.11.6.2 For purposes of this Section 6.11.6, Embedded Base means Dark Fiber Transport facilities that was in service for NuVox as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 6.11.6.3.1 below. For the State of Tennessee, during the Transition Period, NuVox shall be entitled to order

and AT&T shall provision moves, changes and additions of Dark Fiber Transport that NuVox orders for the purpose of serving its existing Dark Fiber Transport customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.11.6.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport meeting the following threshold for NuVox's Embedded Base during the Transition Period:

6.11.6.3.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center). Except as set forth in Sections 1.7 above and 6.11.7 below, once a wire center meets or exceeds either of the thresholds set forth in this Section 6.11.6.3.1, AT&T will not be required to provide Dark Fiber Transport on that Route. NuVox shall not add new Dark Fiber Entrance Facilities pursuant to the Agreement.

6.11.6.3.2 A list of wire centers meeting the criteria set forth in Section 6.11.6.3.1 above, as ordered by the Commission in Docket No. 05-0442 (Initial Wire Center List), and, may be found at this web site https://clec.att.com/clec/hb/shell.cfm?section=2410&hb=1504.

6.11.6.4 Transition Period Pricing. From March 11, 2005 through September 10, 2006, AT&T shall charge a rate for NuVox's Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities equal to 115% of the rate paid by NuVox for those elements on June 15, 2004. The Transition Period rate for Dark Fiber Transport and Dark Fiber Entrance Facilities shall be as set forth in the Pricing Schedule and this Section 6.11.6.5.

6.11.6.5 No later than September 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities to be either disconnected or converted to other arrangements, as Conversions or Rearrangements, of transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert Dark Fiber Transport to special access circuits, will include such Dark Fiber Transport within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Conversions will be subject to the switch-as-is charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

6.11.6.6 If NuVox failed to submit the spreadsheet(s) specified in Section 6.11.6.6 above for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, or as soon as practicable thereafter, AT&T will identify NuVox's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such facilities to the equivalent tariffed AT&T service. Those facilities identified and transitioned by AT&T shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service, as set forth in AT&T's tariffs.

6.11.6.7 Notwithstanding any other provision of this Agreement, for the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities in place after September 11, 2006, the applicable recurring charge for the alternative AT&T service shall apply to each facility as of September 11, 2006.

6.11.6.8 The transition of the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities must be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.11.7 **Subsequent Transition Periods for Dark Fiber Transport**

6.11.7.1 In the event AT&T seeks to designate additional wire centers that meet the criteria set forth in Section 6.11.6.3.1 above, but that were not included in the Initial Wire Center List, AT&T shall provide to NuVox an AL, including AT&T's proposed list of any such additional wire centers (Subsequent Wire Center List), in accordance with the General Terms and Conditions of the Agreement, and AT&T shall post such AL on AT&T's CLEC Online website.

6.11.7.2 Designation by AT&T of additional "non-impaired" wire centers will be based on the following criteria:

6.11.7.2.1 The CLLI of the wire center.

6.11.7.2.2 The number of switched business lines served by AT&T Tennessee in that wire center based upon data as reported in ARMIS 43-08 for the previous year.

6.11.7.2.3 The sum of all UNE Loops connected to each wire center, including UNE Loops provisioned in combination with other elements.

6.11.7.2.4 A completed worksheet that shows, in detail, any conversion of access lines to voice grade equivalents.

6.11.7.2.5 The names of any carriers relied upon as fiber-based collocators.

6.11.7.3 AT&T and NuVox agree to resolve disputes concerning AT&T's additional wire center designations in dispute resolution proceedings before the Commission.

6.11.7.4 Absent any such dispute being filed, effective thirty (30) days after the date of AT&T's AL and Subsequent Wire Center List, AT&T shall not be required to unbundle Dark Fiber Transport in such Subsequent Wire Centers, except pursuant to the self-certification process set forth in Section 1.7 above and pursuant to the transition set forth in this Section 6.11.7.

6.11.7.5 For purposes of this Section 6.11.7, AT&T shall make available Dark Fiber Transport facilities that were in service for NuVox in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) day after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Embedded Base), until one hundred eighty (180) days after the date of AT&T's AL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.11.7.6 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

6.11.7.7 The applicable rate for the Subsequent Embedded Base of Dark Fiber Transport during the Subsequent Transition Period, or until the date on which AT&T converts the Subsequent Embedded Base to alternative AT&T arrangements, whichever is sooner, shall be 115% of the rate set forth in the Pricing Schedule for that element, on the date of AT&T's AL identifying the Subsequent Wire Center List.

6.11.7.8 No later than one hundred eighty (180) days from the date of AT&T's AL identifying the Subsequent Wire Center List, or as soon as practicable thereafter, NuVox shall submit a spreadsheet(s) identifying all of the Subsequent Embedded Base of Dark Fiber Transport to be disconnected or converted to other AT&T arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert Dark Fiber Transport to special access circuits, AT&T will include such Dark Fiber Transport within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Conversions will be subject to the switch-as-is charge set forth in the Pricing Schedule. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

6.11.7.9 If NuVox fails to submit the spreadsheet(s) specified in Section 6.11.7.6 above for all of its Subsequent Embedded Base within one hundred eighty (180) days after the date of AT&T's AL identifying the Subsequent Wire Center List, or as soon as practicable thereafter, and otherwise fails to dispute AT&T's Subsequent Wire Center List, AT&T will identify NuVox's remaining Subsequent Embedded Base, if any, and will transition such facilities to the equivalent tariffed AT&T service. Those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates as set forth in the Pricing Schedule.

6.11.7.10 Subject to Section 1.7 above, for Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.11.7.11 The Subsequent Embedded Base of Dark Fiber Transport converted by AT&T pursuant to Sections 6.11.7.8 and 6.11.7.9 above must be converted in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

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7. Automatic Location Identification/Data Management System (ALI/DMS)

7.1 911 and E911 Databases

7.1.1 AT&T shall provide NuVox with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

7.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service

provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. NuVox will be required to provide AT&T with daily updates to E911 database.

7.1.3 NuVox also shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to NuVox's end users.

7.2 **Technical Requirements**

7.2.1 AT&T shall provide NuVox the capability of providing updates to the ALI/DMS database through a specified electronic interface.

7.2.2 AT&T shall provide error reports from the ALI/DMS database to NuVox after NuVox provides customer information for input into the ALI/DMS database.

7.2.3 NuVox shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the AL/DMS database.

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8. Operational Support Systems (OSS)

8.1 AT&T shall provide NuVox with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T's databases and information. AT&T, as part of its duty to provide access to the pre-ordering function, shall provide NuVox with nondiscriminatory access to the same detailed information about the loop that is available to AT&T.

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ATTACHMENT 2A - SUBLOOPS

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1.0 Introduction

1.1 UNE Subloops

1.1.1 Subject to the other terms and conditions of this Attachment, and where facilities permit, AT&T shall provide UNE Subloop Distribution elements in accordance with 47 C.F.R. § 51.319(b) and under the following terms and conditions in this subsection.

1.1.2 AT&T will provide UNE Subloops at rates set forth in the Pricing Schedule.

2.0 Definition

2.1 UNE Subloop Terms

2.1.1 "Accessible Terminals" contain cables and their respective wire pairs that terminate on screw posts which allow AT&T technicians to affix cross-connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

2.1.2 "Distribution Cable" is a cable from the Serving Area Interface/Fiber Distribution Interface (SAI/FDI) to the terminals from which an End User can be connected to AT&T's network.

2.1.3 "MDU" (for the purpose of Term to NID UNE Subloop) is a Multi-Dwelling Unit for Buildings with exterior or interior mounted terminals.

2.1.4 "Network Terminating Wire (NTW)" is the service wire that connects AT&T's distribution cable to the NID at the Demarcation Point.

2.1.5 "SAI/FDI/cross-connect device-to-NID UNE Subloop" is that portion of the UNE Local Loop from the SAI/FDI/cross-connect device to the NID, which is located on an End User's premises.

2.1.6 "SAI/FDI/cross connect device" is the point in AT&T's network where feeder cable is cross-connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

2.1.7 "SAI/FDI -to-Term UNE Subloop" is that portion of the UNE Loop from the SAI/FDI to an accessible terminal.

2.1.8 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T will construct a SPOI only to those multiunit premises where AT&T has distribution facilities to the premises and AT&T either owns, controls, or leases the inside wire, if any, at such premises. If AT&T has no facilities which it owns, controls or leases at a multiunit premise through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a UNE Subloop via a SPOI .

2.1.9 "Term-to-NID UNE Subloop" is that portion of the UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID UNE Subloop includes use of the Network Terminating Wire (NTW).

3.0 General Provisions

3.1 AT&T offers the following UNE Subloop types:

3.1.1 2-Wire or 4-Wire Analog UNE Subloop provides a 2-wire or 4-wire (one or two twisted pair cable or equivalent) facility capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.1.2 Unbundled Copper Subloop (UCSL). AT&T will make available xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in

accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time..

3.1.3 UNE Subloops are provided "as is."

3.1.3.1 Access to UNE Subloop procedures are provided on the AT&T CLEC Online website.

3.1.4 Request for USL-INC will be handled in accordance with the guidelines set forth on the AT&T CLEC Online website.

3.2 Establishment of Intermediary Box for CLEC Access to Term to NID MTE UNE Subloop Segment.

3.2.1 As an alternative to the establishment of a UNE Subloop Access Arrangement in those instances where CLEC wishes to ("Term to NID MTE UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE UNE Subloop Segment cross-connect leased from AT&T within the intermediary box (in order to obtain access to AT&T Term to NID MTE UNE Subloop Segments). In the event CLEC wishes to access AT&T Term to NID MTE UNE Subloop Segments via the establishment of an intermediary box, the following terms and conditions shall apply (rates are found in the Pricing Schedule):

3.2.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.

3.2.1.2 The intermediary box shall contain blocks that meet AT&T's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T technician the ability to run jumper/cross connect from AT&T terminal to the intermediary box.

3.2.1.3 CLEC agrees that the AT&T technician shall run the jumper/cross-connect from AT&T's serving terminal to CLEC 's intermediary box, in order for CLEC to access AT&T Term to NID MTE UNE Subloop Segments in AT&T. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.

3.2.2 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE UNE Subloop Segments from AT&T.

3.2.3 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T to CLEC providing AT&T with CFA prior to ordering and the assigning of a specific Term to NID MTE UNE Subloop Segment(s).

3.2.4 The ordering procedures for the Term to NID MTE UNE Subloop Segment will be the same as those that apply to UNE Subloop today and shall be submitted to AT&T by CLEC via a Local Service Request ("LSR").

3.2.5 AT&T will upon receipt of the LSR from CLEC for a Term to NID MTE UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T terminal to the CLEC intermediary box. AT&T must have access to the intermediary box for completion of the order.

3.2.6 In connection with the MTE intermediary box for CLEC access to Term to NID MTE UNE Subloop Segments in AT&T only, CLEC may elect to lease from AT&T Term to NID MTE UNE Subloop Segments which do not

include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the Pricing Schedule for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T in lieu of AT&T's standard Term to NID UNE Subloop segment, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment.

3.3 AT&T-Establishment of Term to NID MTE UNE Subloop Segment When no Intermediary Box is Installed (AT&T)

3.3.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the Pricing Schedule for the "Term to NID MTE UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T in lieu of AT&T's standard Term to NID UNE Subloop segment, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment. In such cases, AT&T will provide CLEC with access to the Term To NID MTE UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal. Since the CLEC has full responsibility for terminating the AT&T cross- connect, AT&T could not require any CFA information from CLEC.

3.3.2 If CLEC elects this option to obtain access to the Term To NID UNE Subloop in an MTE Environment, neither the AT&T SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T cross-connect, AT&T could not require any CFA information from CLEC.

3.4 ENGINEERING CONTROLLED SPLICE (ECS) part as Subloops (AT&T)

3.4.1 Subject to the other terms and conditions of this Attachment, AT&T shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

3.4.2 AT&T will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T, for CLEC to gain access to UNE Subloops at or near remote terminals.

3.4.3 The ECS shall be made available for UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

3.4.4 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T will construct any UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.

3.4.5 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T places more pairs at the splice.

3.4.6 Although AT&T will construct the engineering controlled splice, the ECS maybe owned by AT&T or the CLEC (depending on the specific arrangement) at the option of AT&T.

3.4.7 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial

Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

3.4.8 AT&T may require a separate SCA for each remote terminal site.

3.4.9 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper UNE Subloop is to be provisioned by AT&T. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

3.4.10 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO):

3.4.10.1 Dedicated Facility Option (DFO)

3.4.10.1.1 CLEC may request AT&T splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent UNE Subloop orders.

3.4.10.1.2 CLEC must designate the quantity of UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

3.4.10.1.3 CLECs will compensate AT&T for each of the dedicated UNE Subloop facilities, based on recurring UNE Subloop charges, for the quantity of UNE Subloops dedicated to the CLEC between the ECS and the SAI.

3.4.10.2 Cross-connected Facility Option (CFO)

3.4.10.3 CLEC may request AT&T build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

3.4.10.4 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T cabling.

3.4.10.5 CLEC must designate the quantity of UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

3.4.10.6 CLEC will compensate AT&T for the charges incurred by AT&T derived from the CLEC s request for the SCA.

3.4.11 The introduction of an ECS creates the following additional copper UNE Subloop segments:

FROM:	TO:
ECS	Serving Area Interface or Feeder Distribution Interface

ECS	Terminal
ECS	NID

Attachment 3

Network Interconnection

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NETWORK INTERCONNECTION

1. GENERAL

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service and exchange access on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Automatic Location Identification ("ALI")** is a feature by which the address associated with the calling party's telephone number is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.1.2 **Automatic Number Identification ("ANI")** corresponds to the seven (7)/ten (10)-digit telephone number assigned by the serving local exchange carrier.

2.1.3 **Basic 911 Service ("B911")** routes a 9-1-1 call to one (1) centralized answering location.

2.1.4 **Call Termination** has the meaning set forth for "termination" in 47 CFR § 51.701(d).

2.1.5 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.6 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.7 **Common ("Shared") Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred to herein must be registered in the Telcordia® LERG™ Routing Guide ("LERG").

2.1.8 **Cross Connect** is as defined in Attachment 4 of the Interconnection Agreement. If a Party provisions a cross connect for the purposes of interconnection under this

Attachment 3, and such cross connect is not associated with a physical or virtual collocation arrangement, the provisioning party shall not charge for such cross connect.

2.1.9 Intentionally Left Blank.

2.1.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.1.11 **Enhanced 911 Service** routes a 9-1-1 call to one (1) centralized answering location and provides features not present in Basic 911 Service, including ANI and ALI and Selective Routing.

2.1.12 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one (1) Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.1.13 **Interconnection Point ("IP")** a.k.a. Point of Interconnection ("POI") is a physical telecommunications equipment interface that interconnects the networks of AT&T and NuVox.

2.1.14 **ISP-Bound Traffic** is calls to an information service provider/enhanced service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits). Compensation for ISP-Bound Traffic is addressed in Section 10, except for ISP-Bound Traffic provisioned over FX or FX-type arrangements, which is addressed in Section 12.

2.1.15 **Entrance Facility** is defined as the facility from the NuVox switch or Point of Presence (POP) to the Point of Interconnection (POI) on the AT&T ILEC network at a Tandem or End Office Building.

2.1.16 **Local Traffic** (a.k.a Section 251(b)(5) Traffic) is defined as any traffic that is originated by a customer of one (1) Party and is terminated to a customer of the other Party within a given Local Exchange Area, as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area on that other Party's network, except for those calls that are originated or terminated through switched access arrangements. Additionally, Local Traffic includes any

cross boundary, intrastate, interLATA or interstate interLATA calls established as a local call by the ruling regulatory body.

2.1.17 A **Point of Presence** is the physical location at which a Party establishes itself for obtaining access to the other Party's network.

2.1.18 **Public Safety Answering Point ("PSAP")** is the answering location for 911 calls.

2.1.19 **Reciprocal Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by NuVox

2.1.20 **Selective Routing ("SR")** is a standard feature that routes an E911 call from the 9-1-1 tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.1.21 **Serving Wire Center** is defined as the wire center owned or leased by one (1) Party that is designated by that Party to serve the geographic area in which the other Party's POP is located.

2.1.22 **Tandem Switching** is defined as the function that establishes a communications path between two (2) switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.1.22.1 Consistent with FCC rules and orders, a NuVox switch shall be considered a tandem switch if it serves a geographic area comparable to that served by the relevant AT&T tandem switch. NuVox shall provide to AT&T supporting data to show such geographic comparability and if the Parties are unable to agree then the issue shall be resolved pursuant to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

2.1.23 **Transit Traffic** is traffic originating on one (1) Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one (1) Party and delivered to the other Party's network.

2.1.24 **Meet Point Trunk Group** – carries traffic between Nuvox's End Users and Interexchange Carriers (IXCs) via AT&T Access or combined Local/Access Tandem Switches.

2.1.25 **Local/IntraLATA Tandem Switch** is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.1.26 **Local Only Trunk Groups** are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.1.27 **Local Interconnection Trunk Groups** are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic between NuVox End Users and AT&T End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.

2.1.27.1 These trunk groups are established and used as two-way trunk groups in Illinois.

2.1.28 **Local/Access Tandem Switch** is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.

2.1.29 **Local Only Tandem Switch** is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.1.30 **Access Tandem Switch** is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among End Office Switches for IXC carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic as designed and used in some regions.

2.1.31 **Local Tandem** is any Local Only, Local/Access or Access Tandem Switch serving a particular local calling area.

2.1.32 **Section 251(b)(5)/IntraLATA Toll Traffic** for purposes of this Attachment means (i) Section 251(b)(5) Traffic and/or (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll Provider.

2.1.33 **Wholesale Local Switching Traffic** for the purposes of this Attachment, means call usage:

2.1.33.1 originating from a NuVox End User over local circuit switching purchased by NuVox from AT&T on a wholesale basis and terminating to an AT&T End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

2.1.33.2 originating form an AT&T End User and terminating over local switching purchased by NuVox from AT&T on a wholesale basis to a NuVox End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where NuVox owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties via any technically feasible method and at any technically feasible point or points in accordance with applicable FCC and Commission rules and orders. In accordance with the terms of this Agreement, network interconnection may be provided via a DS0 where technically feasible and supported by applicable industry standards. Requests for interconnection via methods, such as OCn level interconnection, other than as set forth in this Attachment may be made through the Bona Fide Request ("BFR") process set out in Attachment 11 to this Agreement.

3.2.1 Requests for interconnection at a point or points other than as set forth in this Attachment may be made through the BFR process set out in Attachment 11 to this Agreement. At such time that AT&T submits a request for interconnection that meets the requirements of this Section 3.2; the Parties will negotiate the rates, terms, and conditions for such request.

3.2.2 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory on AT&T's network, or as otherwise mutually agreed by the Parties, in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-Bound Traffic.

3.2.3 Pursuant to the provisions of this Attachment, the Parties will endeavor in good faith to mutually agree on the location of the initial IP(s) in a given LATA. Both Parties will act in good faith and shall consider points that are efficient for both Parties. If the Parties are unable to agree on the location of the initial IP, in accordance with the terms and conditions set forth in this Attachment each Party may designate a single IP in the LATA for the delivery of Transit Traffic, Local Traffic originated by the other Party and ISP-bound Traffic originated by the other Party. AT&T will not request the establishment of an IP where physical or virtual

collocation space is not available or where AT&T fiber connectivity is not available.

3.2.4 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Unless mutually agreed otherwise, an additional IP must be established if the following criteria are satisfied: (1) the traffic between NuVox and AT&T at the proposed additional IP must exceed 8.9 million minutes of Local Traffic and ISP-Bound Traffic per month for three (3) consecutive months; and (2) any end office to be designated as an additional IP must be more than twenty (20) miles from an existing IP. AT&T will not request the establishment of an IP where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available.

3.2.5 Upon written notification from the Party requesting the establishment of an additional IP, the receiving Party has twenty (20) business days to analyze, respond to, and negotiate in good faith regarding the establishment of such IP. Should the Parties disagree on how to proceed, the requesting Party may resort to the Dispute Resolution process set forth in the General Terms and Conditions.

3.2.6 When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic the Parties must agree to the location of the IP(s).

3.2.7 Notwithstanding any other provision of this Attachment and subject to the requirements for installing additional IPs, as set forth above, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs. AT&T will not require re-grooming however; NuVox may regroom and augment such IPs.

3.3 **Interconnection via Dedicated Facilities**

3.3.1 Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for Transit Traffic and for ancillary traffic types including, but not limited to, OS/DA. The Parties agree that charges for such trunks, trunk ports and facilities are as set forth in the Pricing Schedule or to the extent a rate associated with the interconnecting trunk group is not set forth in the Pricing Schedule, the rate shall be as set forth in the appropriate Party's tariff as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

3.3.2 Entrance Facilities. In lieu of providing facilities on its side of Interconnection Point or as part of Call Transport and Termination, either Party may purchase Entrance Facilities from the other Party, pursuant to the provisions of this Attachment, where such facilities are available. AT&T shall charge for such facilities as set forth in the Pricing Schedule.

3.3.3 Intentionally Left Blank.

3.3.4 The facilities and associated components as set forth in the Pricing Schedule purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process. The terms, conditions and rates for ordering charges (i.e., expedite, cancellation, and order modification charges) are as set forth in the AT&T FCC Tariff No. 2. To the extent that AT&T requests that NuVox submit an ASR for an augmentation to the facilities purchased by NuVox from AT&T but utilized for AT&T's originated traffic, the Parties will work in good faith and make best efforts to ensure that the ASR submitted for such augmentations does not require expedition, cancellation or modification and in the event that NuVox incurs ordering charges, AT&T and NuVox shall work cooperatively to determine which Party caused the incurrence of such charges and that Party shall be responsible for such charges.

3.4 **Fiber Meet**

3.4.1 If NuVox elects to establish interconnection with AT&T pursuant to a Fiber Meet, NuVox and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Section 251(b)(5)/IntraLATA Toll Traffic at either the DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, NuVox's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel ("DCC") must be turned off, unless otherwise mutually agreed to by the Parties.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point at any mutually agreeable and technically feasible point at an AT&T Serving Wire Center or Tandem within each LATA. Nuvox shall deliver fiber optic facilities to the last entrance (or AT&T designated) manhole in the AT&T Tandem or Serving Wire Center building. Nuvox shall provide sufficient spare length for AT&T to pull though to the AT&T cable vault. Nuvox shall deliver and maintain such strands at its own expense up to the POI. AT&T shall, at its own expense, take the fiber from the

manhole and terminate it inside AT&T's Tandem or Serving Wire Center building at the cable vault. The POI shall be at the AT&T designated manhole location. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by NuVox and within a reasonable and non-discriminatory timeframe, AT&T shall allow NuVox access to the fusion splice point for the Fiber Meet point for maintenance purposes on NuVox's side of the Fiber Meet point.

3.4.5 Intentionally Left Blank.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 AT&T and NuVox shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment**.** For trunking purposes, traffic will be routed based on the digits dialed by the originating customer and in accordance with the LERG.

4.2 Tandem Trunking

4.2.1 Local Traffic and ISP-Bound Traffic shall be routed on Local Only Trunk Group(s) to all AT&T Local Only Tandems in the LATA for calls destined to or from all End Offices that subtend the designated Tandem. NuVox shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. NuVox shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.2.2 Section 251(b)(5)/IntraLATA Toll traffic shall be routed on two-way Local Interconnection Trunk Groups using SS7 signaling. These trunk groups shall be established at all Local/IntraLATA and Local/Access Tandem switches in Illinois, for calls destined to or from End Offices that subtend each Tandem.

4.2.3 A Local Interconnection Trunk Group shall be established from Nuvox's switch to each AT&T End Office in any LATA where the End Office does not subtend an AT&T Local Tandem. This trunk group shall be established as direct final.

4.2 Switched access traffic will be delivered to and from Interexchange Carriers ("IXCs") based on NuVox's NXX access tandem homing arrangement as specified by NuVox in the LERG.

4.3 Any NuVox interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to NuVox from an AT&T switch and (3) requires special AT&T switch translations and other network modifications will require NuVox to follow the procedures set forth in Attachment 11 to this Agreement. At such time that AT&T submits a request for interconnection that meets the requirements of this Section 4; the Parties will negotiate the rates, terms, and conditions for such request.

4.4 All trunk groups will be provisioned as Signaling System 7 ("SS7") capable where technically feasible. If SS7 is not technically feasible, multi-frequency ("MF") protocol signaling shall be used.

4.5 In cases where NuVox is also an IXC, the IXC's Feature Group D ("FG D") trunk group(s) must remain separate from the local interconnection trunk group(s).

4.6 One-Way Interconnection Trunks and Trunk Groups. Each Party shall order one-way interconnection trunks and trunk groups, including trunk and trunk group augmentations, via the ASR process. A Firm Order Confirmation ("FOC") shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through AT&T's Trunk Planning and Engineering (TPE) organization as well as the Network Interconnection Team (NIT) Leads and NuVox's equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given AT&T local calling area.

4.7 Two-Way Interconnection Trunks and Trunk Groups. Upon mutual agreement of the Parties, the Parties' shall exchange Local Traffic and ISP-Bound Traffic, and Transit Traffic, where applicable, on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and Transit Traffic, where applicable, consistent with Section 3 above. Upon determination by the Parties in a joint planning meeting that such trunk groups shall be utilized, NuVox shall order such two-way trunks, and any subsequent trunk and trunk group augmentations, via the ASR process. AT&T will use the Trunk Group Service Request ("TGSR") and/or submit a request to NuVox via email or phone (with e-mail confirmation) to request changes in

trunking to NuVox's two-way trunk groups carrying AT&T originated traffic. A FOC shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the applicable timeframes as set forth in Attachment 6, if applicable. Notwithstanding the foregoing, blocking situations and projects shall be project managed through AT&T's Trunk Planning and Engineering (TP&E) organization as well as the Network Interconnection Team (NIT) Leads and NuVox's equivalent trunking group and FOCs for such orders shall be returned in the timeframes negotiated by the Parties and suitable to the project. No additional charges shall be triggered due to the involvement of such project management. A project is defined as (1) a new trunk group (excluding augments to existing routes) or (2) a request for more than ninety-six (96) trunks on a single or multiple group(s) in a given AT&T local calling area. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis, as set forth in Section 7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and Transit Traffic, where applicable, between the Parties does not preclude the Parties from mutually agreeing to establish additional one-way interconnection trunks for the delivery of either Party's originated Local Traffic, ISP-Bound Traffic, and Transit Traffic to the other Party where necessary, however, the proposal to establish such one-ways will be discussed by the parties prior to the submission of an ASR.

4.8 **AT&T Access Tandem Interconnection**

4.8.1 Interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures.

4.8.2 **Basic Architecture**

In the Basic Architecture, NuVox's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between NuVox and AT&T access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between NuVox and Independent Companies, Interexchange Carriers, other CLECs, and CMRS providers, and other network providers with which NuVox desires to exchange traffic. This trunk group also carries NuVox originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to NuVox. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T

tariff if service is requested. The LERG shall be referenced for current routing and tandem serving arrangements.

4.8.3 **One-Way Trunk Group Architecture**

In One-Way Trunk Group architecture, the Parties interconnect using two (2) separate trunk groups. A one-way trunk group provides Intratandem Access for NuVox-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for AT&T customers. This trunk group also carries Nuvox-originated Transit Traffic transiting a single AT&T access tandem destined to a third party such as an ICO or another CLEC. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for NuVox customers. This trunk group also carries Transit Traffic originated by Independent Companies, other CLECs, CMRS providers and other network providers with which NuVox desires to exchange traffic. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements.

4.8.4 **Two-Way Trunk Group Architecture**

The Two-Way Trunk Group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between NuVox and AT&T. In addition, this trunk group carries Transit Traffic between NuVox and Independent Companies, other CLECs, CMRS providers, and other network providers with which NuVox desires to exchange traffic. This trunk group also carries NuVox originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Either Party's originated traffic, may, in order to prevent or remedy a traffic blocking situations, be transported on a separate single one-way trunk group terminating to the other Party. However, where NuVox is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, and intercept may be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements.

4.9 Local Tandem Interconnection

4.9.1 Local Tandem Interconnection arrangement allows NuVox to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of

NuVox-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by AT&T to AT&T end offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.9.2 When a specified local calling area is served by more than one (1) AT&T local tandem, NuVox must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, NuVox may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. It is NuVox's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to NuVox's codes. Likewise, NuVox shall obtain its routing information from the LERG**.**

4.9.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, NuVox must also establish an interconnection trunk group(s) to AT&T access tandems within the LATA on which NuVox has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll and traffic to Type 2A CMRS connections located at the access tandems. AT&T shall not switch SWA traffic through more than one (1) AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T access tandem for completion. A Type 2A CMRS interconnection is a connection between a AT&T access tandem or local tandem office to a Mobile Service Provider's point of termination.

4.10 Direct End Office-to-End Office Interconnection

4.10.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.2 To the extent technically feasible and where appropriate, AT&T will provide overflow routing consistent with how AT&T overflows its traffic. The overflow will be based on the homing arrangements displayed in the LERG.

4.10.3 The Parties may utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.3.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for the

Parties or any other carrier for any period of time, the Parties will attempt to mutually agree on an end office trunking plan or an appropriate alternative routing plan that will alleviate the tandem capacity shortage and ensure completion of traffic between NuVox and AT&T.

4.10.3.2 Mutual Agreement - The Parties may install and maintain direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.11 Meet-Point Trunk Groups

4.11.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via an AT&T Access Tandem Switch or Local/Access Tandem Switch.

4.11.2 Meet Point Trunk Groups shall be provisioned as two-way, and each Party is responsible for delivering traffic utilizing SS7 signaling, except MF signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

4.11.3 When AT&T has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, NuVox shall establish a Meet Point Trunk Group to every AT&T Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s) or is the code holder of a pooled code block.

4.11.4 AT&T will not block switched access traffic delivered to any AT&T Access Tandem Switch or Local/Access Tandem Switch for completion on NuVox's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T Access Tandem Switch or Local/Access Tandem Switch that NuVox's switch subtends in each LATA. In no event will AT&T be required to route such traffic through more than one of its Tandem Switches for connection to/from switched access customers. AT&T shall have no responsibility to ensure that any switched access customer will accept traffic that NuVox directs to the switched access customer.

4.11.5 NuVox shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, AT&T will pass all SS7 signaling information including, without limitation, Calling Party Number (CPN) if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such

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

4.11.6 Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s).

4.12 Toll Free Traffic

4.12.1 If NuVox chooses AT&T to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from AT&T's switches, all NuVox originating Toll Free traffic will be routed over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.12.2 NuVox may choose to perform its own Toll Free database queries from its switch. In such cases, NuVox will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the response from the database determines that the call is a AT&T local or intraLATA Toll Free call, NuVox will route the post-query local or IntraLATA converted ten-digit local number to AT&T over the local or intraLATA trunk group. If the query reveals the call is an IXC carried Toll Free call, NuVox will route the post-query IXC carried Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Meet Point Trunk Group to carriers that are not directly connected to NuVox's network but that are connected to AT&T's access tandem.

4.12.3 All post-query Toll Free calls for which NuVox performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a AT&T access tandem within the LATA.

4.13 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group:

4.13.1 Nuvox must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the

HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. Nuvox will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

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

4.13.2 The HVCI trunk group shall be sized as follows:

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

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

4.13.4 If Nuvox finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Nuvox may request a meeting to

coordinate with AT&T the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Nuvox establishes a new choke NXX, Nuvox must notify AT&T a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T Public Response HVCI/Mass Calling Network Access Tandem to Nuvox's choke serving office.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using their local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks, to the extent required by, and in accordance with, applicable federal and state rules and regulations and as otherwise provided in this Agreement.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where NuVox chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling, SS7 connectivity is required between the NuVox switch and the AT&T Signaling Transfer Point ("STP"). AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in Telcordia's GR-905-CORE and AT&T's technical publication ATT-TR-NIS-000-000-001. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID ("Calling Party Number") when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least Equal in Quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection. "Equal in Quality" shall have the

meaning accorded in Section 51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3).

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6. Signaling

6.1 SS7 Signaling is AT&T's preferred method for signaling. Where MF signaling is currently used, the parties agree to use their best efforts to convert to SS7. If SS7 services are provided by AT&T, they will be provided in accordance with the provisions set forth in the applicable AT&T Access tariff.

7. FORECASTING FOR TRUNK PROVISIONING

7.1 Within six (6) months after execution of this Agreement, NuVox shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's region. AT&T's reciprocal trunking forecasts will be based upon information provided by NuVox in the initial forecast. If NuVox refuses to provide such information, AT&T shall provide reciprocal trunking forecasts based only on existing trunk group growth and AT&T's annual estimated percentage of AT&T subscriber line growth. After the exchange of each Party's forecast information, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section 7 shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

7.2 The Parties shall use best efforts to make the initial and semi-annual subsequent forecasts as accurate as possible based on reasonable engineering criteria. In addition, the Parties agree to proactively manage their interconnection trunking arrangements and use best efforts to timely notify each other if forecasted need quantities change or if a known or anticipated network event that may create a blocking situation is likely to occur during the time period between joint planning meetings. Joint planning meetings shall be conducted via conference call, unless mutual agreement is reached otherwise.

7.3 At a minimum, the joint forecast shall include the projected quantity of NuVox-to-AT&T one-way trunks (NuVox Trunks), AT&T-to-NuVox one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be

projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

7.4 All forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for NuVox location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

7.5 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts and act in good faith to plan for and provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted and AT&T shall not be responsible for a lack of interconnection trunks provided that best efforts and good faith have been exercised.

8. TRUNK UTILIZATION

8.1 For the Reciprocal Trunk Groups that cannot overflow traffic to another trunk group ("Reciprocal Final Trunk Groups"), AT&T and NuVox shall monitor traffic on each interconnection Reciprocal Final Trunk Group that is ordered and installed. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within 180 days of installation. The Parties agree that the Reciprocal Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 365 days of installation. Any Reciprocal Final Trunk Group not meeting the minimum thresholds set forth in this Section 8 are defined as "Under-utilized" trunks. AT&T may disconnect any Under-utilized Reciprocal Final Trunk Groups and, for trunks not in excess of NuVox's forecast, NuVox shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

8.1.1 AT&T's TP&E organization will notify NuVox of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated NuVox interface. NuVox will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such

supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which NuVox expects to need such trunks. AT&T's TP&E Manager will discuss the information with NuVox to determine if agreement can be reached on the number of Reciprocal Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to NuVox. Notwithstanding any other provision to this Agreement, the Parties will disconnect the underutilized trunks no sooner than two (2) weeks after NuVox receives such disconnect orders, unless the parties mutually agree to do so sooner.

8.1.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

8.2 For the two-way trunk groups that cannot overflow traffic to another trunk group and other than alternate final trunk groups, AT&T and NuVox shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within180 days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at sixty percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section 8 are defined as "Under-utilized" trunks. AT&T will request the disconnection of any Under-utilized two-way trunk(s) and, for trunks not in excess of NuVox's forecast, NuVox shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

8.2.1 AT&T's TP&E Manager will notify NuVox of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated NuVox interface. NuVox will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which NuVox expects to need such trunks. AT&T's TP&E Manager will discuss the information with NuVox to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, NuVox will issue disconnect orders to AT&T. Notwithstanding any other provision to this Agreement, the Parties will

disconnect the underutilized trunks no sooner than two (2) weeks after NuVox receives such disconnect orders, unless the parties mutually agree to do so sooner.

8.2.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

9. INTERFERENCE OR IMPAIRMENT

9.1 As soon as possible and in no case later than twenty-four (24) hours after receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

9.2 In the event of an outage or trouble in any arrangement, facility, or service being provided by AT&T hereunder, AT&T will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by AT&T to itself, Affiliate or any other carrier whose network is connected to that of AT&T.

9.3 Once NuVox determines that there is an outage that encompasses either a particular section of the network or the whole network, then NuVox shall generate a trouble ticket to the appropriate network operation center. After issuing the trouble ticket, NuVox will notify the appropriate AT&T representative in the appropriate network operation center via telephone. NuVox may then send an email confirmation to such AT&T representative. AT&T will work cooperatively with NuVox to determine the appropriate steps to resolve such outage. Additionally, NuVox will provide AT&T with any applicable information that is necessary to resolve such outage and the Parties will work cooperatively to take all steps necessary to resolve the outage.

9.4 A "Global Outage" is an outage as defined as set forth in 47 CFR § 63.100, including but not limited to trunk group outages. AT&T will provide initial notification to NuVox of a Global Outage in accordance with AT&T's Operational Understanding Guide. Subsequent to the initial notification of a Global Outage, NuVox may contact the appropriate network operations center via normal procedures (e.g., electronic mail, phone, etc.) to request further information, including but not limited to the method used to restore service and steps taken to prevent the recurrence of the incident. AT&T will provide such information in a written report to NuVox as soon as such information is available to AT&T and no later than thirty (30) days following the Global Outage. The

aforementioned written report shall include the following information where available:

- Reporting Carrier
- Date Of Incident
- Time Of Incident
- Geographic Area Affected
- Types Of Services Affected
- Outage Duration
- Background Of The Incident
- Direct Cause
- Root Cause
- Methods Used To Restore Service
- Steps Taken To Prevent Recurrence Of The Incident

10. COMPENSATION FOR CALL TRANSPORT AND TERMINATION FOR LOCAL TRAFFIC AND ISP-BOUND TRAFFIC

10.1 AT&T has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002) in the State of Illinois.

10.1.1 The rates, terms and conditions set forth in this Section 10.1 shall apply to the termination of all Section 251(b)(5) Traffic and ISP-

Bound Traffic exchanged between the Parties in Illinois effective on the Effective Date of this Agreement.

10.1.2 Intercarrier Compensation for Section 251(b)(5) Traffic and ISP-Bound Traffic:

10.1.2.1 The rates, terms and conditions in Section 10.1apply only to the termination of all Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in this Attachment.

10.1.2.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) Traffic and ISP-Bound Traffic on a MOU basis per the Pricing Schedule.

10.1.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office Switch.

10.2 **Intercarrier Compensation for Wholesale Local Switching Traffic**

10.2.1 Where NuVox purchases local switching from AT&T pursuant to the terms of a Section 271 Agreement (herein after referred to as "switching on a wholesale basis"), NuVox will deal directly with Third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T is required to provide NuVox with timely, complete, and correct information to enable NuVox to meet the requirements of this Section.

10.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T and NuVox when NuVox purchases local switching from AT&T on a wholesale basis.

10.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T and NuVox, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

10.2.2.2 For interswitch Wholesale Local Switching Traffic exchanged between AT&T and NuVox where

NuVox's End User originates a call that is terminated to an AT&T End User, such traffic shall be paid for reciprocally at the rate applicable for Section 251(b)(5) Traffic and ISP-Bound Traffic set forth in Section 10.1

10.3 The appropriate elemental rates set forth in the Pricing Schedule shall apply for Transit Traffic as described in this Attachment.

10.4 Neither Party shall represent Switched Access Traffic, as defined in this Attachment, as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

10.5 **Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic:**

10.5.1 Each Party, unless otherwise agreed to by the Parties, will calculate terminating MOUs exchanged over Local Only Trunk Groups and Local Interconnection Trunk Groups based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, and Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.

10.5.2 Where Nuvox is using terminating Recordings to bill intercarrier compensation, AT&T will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T non-resale offering whereby AT&T provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which Nuvox may use to bill such originating carrier for MOUs terminated on Nuvox's network.

10.6 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip,

alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

10.6.1 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

10.6.2 For traffic which is originated by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

10.7 **IntraLATA 8XX Traffic**

10.7.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as applicable, as set forth in each Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.7.2 Records for 8XX Billing. On a monthly basis, at a minimum, Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers, e.g. IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing) at no charge. The records provided will be in a standard EMI format. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.8 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one (1) local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T's local exchange tariffs on file with the applicable state commission).

10.8.1 If the AT&T customer chooses NuVox as their presubscribed interexchange carrier, or if the AT&T customer uses NuVox as an interexchange carrier on a 101XXXX basis, AT&T will charge NuVox the appropriate AT&T tariff charges for originating switched access services.

10.8.2 Where the originating Party delivers Switched Access Traffic to the terminating Party, the originating Party will pay the terminating Party terminating switched access charges as set forth in the providing Party's tariff, as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.9 **Meet Point Billing (MPB) and IXC Switched Access Traffic Compensation.**

10.9.1 When one (1) Party's end office switch, subtending the other Party's Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an IXC by either a direct trunk group to the IXC utilizing the other Party's facilities, or via the other Party's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, single-tariff meet-point basis. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carriers Ordering and Design ("MECOD") and Multiple Exchange Carrier Access Billing ("MECAB") guidelines to establish meet point billing for all applicable traffic. MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g. 800, 877, 866, 888 NPAs, or any other non-geographic NPAs. The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function. As described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the End Office company or originating traffic, (2) the Tandem company for terminating traffic, (3) the SSP company or originating 800 traffic. The Official Recording Company agrees to provide the Non-Recording Company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date where technically feasible. Each company will notify the other when it determines that it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as

necessary, by mutual agreement of the Parties or per a change in industry standards.

10.9.1 The Recording Company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the Non-Recording Company or any third party involved in processing or transporting data.

10.9.2 AT&T and NuVox agree to provide the other Party with notification of discovered errors in the record exchange process within ten (10) Business Days of the discovery.

10.9.3 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

10.10 **Transit Traffic**

10.10.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Rates for Local and IntraLATA Transit Traffic and ISP-Bound Transit Traffic shall be the applicable transit rate as set forth in the Pricing Schedule. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs as filed and effective with the FCC or Commission, or reasonable and non-discriminatory web-posted listing if the FCC or Commission does not require filing of a tariff.

10.11.2 Traffic between NuVox and a third party CLEC utilizing AT&T switching (including resellers and providers utilizing switching on a wholesale basis) shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a third party CLEC utilizing AT&T switching (including resellers providers utilizing switching on a wholesale basis) shall be treated as AT&T-originated traffic and AT&T shall compensate NuVox for transport and termination of such traffic based on the classification of such traffic as Local Traffic, ISP-Bound Traffic, IntraLATA Toll or Switched Access Traffic in accordance with the terms of this Attachment.

10.11.3 AT&T agrees to deliver Transit Traffic originated by NuVox to the terminating carrier; provided, however, that NuVox is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for

the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to NuVox for transiting NuVox-originated or terminated Transit Traffic. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic originated by NuVox, NuVox shall reimburse AT&T for all charges paid by AT&T at a rate no greater than the rate applicable to AT&T for the same type of traffic, provided that AT&T notifies and, upon request, provides NuVox with a copy of such an invoice, if available, or other equivalent supporting documentation (if an invoice is not available), and proof of payment and other applicable supporting documentation. AT&T will provide such notice and information in a timely, reasonable and nondiscriminatory manner. AT&T shall diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) when no similar reimbursement provision applies. Notwithstanding the foregoing, if AT&T executes a settlement agreement with a third party after the Effective Date of this Agreement that changes the charges AT&T shall pay for the delivery of traffic to said third party, such new rate shall not be applied to NuVox Transit Traffic originated by NuVox prior to the effective date of such settlement agreement. With respect to such settlement agreements, NuVox's reimbursement obligations shall be at a rate no greater than the rate applicable to AT&T for the same type of traffic.

10.11.4 Except as provided in Sections 10.11.2, transit charges as described in this Attachment shall only be assessed on the carrier originating Transit Traffic and shall not be assessed on the terminating carrier.

10.11.5 Transit charges associated with the provisioning of toll free services (e.g., 800/888/877) shall be assessed upon the terminating carrier and shall not be imposed on the originating carrier.

10.12 **Records Exchange and Misrouting of Traffic**

10.12.1 **Misrouted Traffic**

10.12.1.1 The Parties shall route traffic to each other in a manner consistent with the Interconnection Trunk Group Architectures selected by the Parties and as set forth in Section 4 of this Attachment 3, except as otherwise set forth in this Agreement (e.g., overflow) or in instances where a third party causes either Party to route traffic in a manner that is inconsistent with this Attachment.

10.12.1.2 In instances of misrouting, either Party may request that the Parties investigate, identify the cause of, and correct misrouting to the extent technically and economically feasible.

10.12.1.3 In the event that misrouting results in either Party's inability to bill or collect revenues from a third party and the Parties disagree as to the liability of the other Party for such revenues, then either Party may pursue the Dispute Resolution procedures set forth in this Agreement.

10.13 Records Exchange

10.13.1 Where feasible and appropriate, the Parties will generate and exchange all available messages for the purpose of billing third parties, including but not limited to CMRS providers and other LECs.

11. BASIC 911 AND E911 INTERCONNECTION

11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911. 911/E911 is addressed in Attachment 3A to this Agreement.

12 OTHER TELECOMMUNICATIONS TRAFFIC

12.1 The terms of this Attachment are not applicable to interstate or intrastate Exchange Access traffic. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

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

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

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

12.2.3 FX Traffic is subject to a Bill and Keep arrangement

12.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX or FX-type arrangement, such traffic is subject to a Bill and Keep arrangement.

12.2.3.2 "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating traffic that originates on the other Party's network

12.2.4 Segregating and Tracking FX Traffic:

12.2.4.1 The terminating carrier is responsible for separately identifying FX-Traffic from other types of intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or an FX Factor by any means mutually agreed by the Parties.

12.2.4.2 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than once per calendar year, unless the audit finds there has been a ten percent (10%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

12.2.4.3 If the FX Factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX Factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

12.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.

12.4 The Parties recognize and agree that ISP-bound traffic calls could be exchanged or routed in ways that could make the rates and rate structure in Section 10.2 above not apply, including but not limited to ISP-Bound Traffic calls that are provisioned over FX and FX-type arrangements, ISP-bound traffic calls that are dialed using a "1+" dialing pattern or are completed to a called party telephone number that would ordinarily be rated as an intraLATA toll call for voice calls placed from the originating telephone number, and ISP-bound traffic calls dialed using an 800, 888, 877 (i.e., "8YY") NPA.

12.4.1 ISP-Bound Traffic calls provisioned over FX and FX-type arrangements will be subject to a Bill and Keep compensation arrangement as set forth in Section 12.2.3.1.

12.4.2 ISP-bound traffic calls that are dialed using a "1+" dialing pattern or are completed to a called party telephone number that would ordinarily be rated as an intraLATA toll call for voice calls placed from the originating telephone number will b subject to switched access charges as set forth in Section 13.

12.4.3 ISP-bound traffic calls dialed using an 800, 888, 877 (i.e., "8YY") NPA shall be subject to switched access charges as set forth in Section 10.7.

13. INTRALATA TOLL COMPENSATION

13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T's tariff in whose exchange area the End User is located.

13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T's tariff in whose exchange area the End User is located.

ATTACHMENT 03a - 911-E911

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which AT&T will provide NuVox with access to AT&T's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that AT&T can only provide E911 Service in a territory where an AT&T is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

1.3 For NuVox's own switches, AT&T shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved NuVox to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from NuVox's End Office to the E911 system.

2.3 "Automatic Location Identification (ALI)" means 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.

2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.

2.5 "Company Identifier" or "Company ID" means a three (3) to five (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.

2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.

2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) 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 a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.

2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the 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 ANI, ALI, and/or SR.

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

2.11 "National Emergency Number Association (NENA)" 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.

2.12 "Public Safety Answering Point (PSAP)" means 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 answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 "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. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

3.1 AT&T shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide NuVox with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

3.2.1 AT&T will route 911 calls from the AT&T SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T will forward the ANI to the calling party number it receives from NuVox and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by NuVox, AT&T will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the NuVox, but no ALI record is found in the E911 DBMS, AT&T will report this "No Record Found" condition to the NuVox in accordance with NENA standards.

3.3 Facilities and Trunking:

3.3.1 AT&T shall provide and maintain sufficient dedicated E911 Trunks from AT&T's E911 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.

3.3.2 AT&T will provide facilities to interconnect the NuVox to the AT&T's E911SR, as specified in Attachment 3 - Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, NuVox has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by NuVox, AT&T will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

3.4.1 Where AT&T manages the E911 Database, AT&T shall provide NuVox access to the E911 Database to store NuVox's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of NuVox's End Users). NuVox or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where AT&T manages the E911 Database, AT&T shall coordinate access to the AT&T DBMS for the initial loading and updating of NuVox End User 911 Records.

3.4.3 Where AT&T manages the E911 Database, AT&T's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 NuVox Responsibilities

4.1 Call Routing (for NuVox's own switches):

4.1.1 NuVox will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T E911 SR location.

4.1.2 NuVox will forward the ANI information of the party calling 911 to the AT&T E911 SR.

4.2 Facilities and Trunking (for NuVox's own switches):

4.2.1 NuVox shall be financially responsible for the transport facilities to each AT&T E911 SR that serves the Exchange Areas in which NuVox is authorized to and will provide Telephone Exchange Service.

4.2.2 NuVox acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and NuVox shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 NuVox shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.

4.2.4 NuVox is responsible for ordering a separate E911 Trunk group from AT&T for each county, default PSAP or other geographic area that the NuVox serves if the E911 Customer for such county or geographic area has a 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. NuVox 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 (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in 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.

4.2.5 NuVox shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the NuVox switch and the AT&T E911 SR.

4.2.6 NuVox shall order sufficient trunking to route NuVox's originating 911 calls to the designated AT&T E911 SR.

4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. NuVox is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

4.2.8 NuVox is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T E911 SR.

4.2.9 NuVox shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.

4.2.10 NuVox shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If NuVox's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, NuVox shall provision additional 911 Trunks for Interconnection with AT&T.

4.2.11 NuVox is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from NuVox's demarcation (for example, collocation) to the AT&T E911 SR(s). NuVox is responsible for advising AT&T of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic 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 NuVox 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.

4.2.12 NuVox will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.

4.2.13 Where required, NuVox will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

4.3.1 Once the 911 Interconnection between NuVox and all appropriate AT&T E911 SR(s) has been established and tested, NuVox or its representatives shall be responsible for providing NuVox's End User 911 Records to AT&T for inclusion in AT&T's DBMS on a timely basis.

4.3.2 NuVox or its agent shall provide initial and ongoing updates of NuVox's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.

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

4.3.4 NuVox is responsible for providing AT&T updates to the E911 database; in addition, NuVox is responsible for correcting any errors that may occur as a result of entering its data in the AT&T 911 DBMS.

5.0 Responsibilities of the Parties

5.1 For NuVox's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from NuVox's POI to the designated AT&T E911 SR(s).

5.1.1 AT&T and NuVox will cooperate to promptly test all trunks and facilities between NuVox's network and the AT&T E911 SR(s).

5.2 911 Surcharge Remittance to PSAP:

5.2.1 For NuVox's own switch(es), the Parties agree that

5.2.1.1 AT&T is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 AT&T is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all 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.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 AT&T shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

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 access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T's Commission-ordered tariff(s) and (iv) 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 access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System as provided herein is 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 NuVox.

8.0 Basis of Compensation

8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T Commission-approved access tariff.

Attachment 4

Collocation

AT&T

COLLOCATION

1. Scope of Attachment

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when NuVox is collocated as a sole occupant or as a Host within an AT&T premises location pursuant to this Attachment. AT&T premises include AT&T Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by AT&T that house its network facilities; all structures that house AT&T facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by AT&T that is adjacent to AT&T's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). AT&T Remote Site Locations ("Remote Site Locations") include cabinets, huts and controlled environmental vaults owned or leased by AT&T that house AT&T Network Facilities. If the Premises occupied by AT&T is leased by AT&T from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. AT&T will inform NuVox if a Premises is leased when special considerations and/or intervals may be applicable.

1.2 If AT&T provides collocation to other telecommunications carriers, or to an AT&T Affiliate, AT&T will provide the same collocation to NuVox at rates, terms and conditions no less favorable to NuVox than those provided by AT&T to other telecommunications carriers, or to an AT&T Affiliate.

1.3 Right to Occupy. AT&T shall offer to NuVox collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, AT&T will allow NuVox to occupy a certain area designated by AT&T within a Premises or on AT&T property upon which the Premises is located of a size which is specified by NuVox and agreed to by AT&T (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.

1.4 Space Reservation

1.4.1 Neither AT&T nor any of AT&T's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 of this Attachment.

1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by NuVox may contemplate a request for space sufficient to accommodate NuVox's growth within a twenty-four (24) month period.

1.4.3 In the State of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by NuVox may contemplate a request for space sufficient to accommodate NuVox's growth within an eighteen (18) month period.

1.5 Space Allocation. AT&T shall use best efforts to accommodate NuVox's requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, AT&T shall not (a) materially increase NuVox's cost or materially delay NuVox's occupation and use of the Collocation Space**,** (b) assign Collocation Space that will impair the quality of service or otherwise limit the service NuVox wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises**.** Consistent with the foregoing, AT&T shall assign NuVox collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AT&T or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. AT&T may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

1.6 Space Reclamation. In the event of space exhaust within a Premises, AT&T may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. NuVox will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

1.7 Virtual Collocation Space Reservation. AT&T shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless AT&T proves to the Commission that virtual collocation at that point is not technically feasible**.**

1.8 Use of Space. NuVox shall use the Collocation Space for the purposes of installing, maintaining and operating NuVox's equipment (to include testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.

1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations.

1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by NuVox in its Application, as affirmed by the Bona Fide Firm Order ("BFFO") or as jointly amended thereafter. AT&T will provide the necessary infrastructure to support NuVox's request(s) pursuant to this Agreement.

2. Space Availability Report

2.1 Upon request from NuVox and at NuVox's expense, AT&T will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by NuVox.

2.1.1 CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. Fee for such reports are in the Pricing Schedule.

2.1.1.1 Intentionally Left Blank

2.1.2 AT&T will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. If AT&T cannot meet the ten (10) calendar day response time, AT&T shall notify NuVox and inform NuVox of the timeframe under which it can respond.

2.2 Remote Site Information. Upon written request, AT&T will provide NuVox with the following information concerning AT&T's remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.

2.3 AT&T will provide this information on a first come, first served basis within thirty (30) calendar days of NuVox's request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in AT&T's systems; (ii) the information will only be provided for each serving wire center designated by NuVox, up to a maximum of thirty (30) wire centers per NuVox request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) NuVox agrees to pay the cost as set forth in the Pricing Schedule.

3. Collocation Options

3.1 Cageless. AT&T shall allow NuVox to collocate NuVox's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow NuVox to have direct access to NuVox's equipment and facilities in accordance with Section 5.19 below. AT&T shall make cageless collocation available in single rack/ bay increments. Except where NuVox's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, NuVox must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. AT&T will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At NuVox's expense, NuVox will arrange with a Supplier certified by AT&T (AT&T Certified Supplier) to construct a collocation arrangement enclosure in accordance with AT&T's reasonable and nondiscriminatory Technical References (TRs) (Specifications), where technically feasible as that term has been defined by the FCC, prior to starting equipment installation. AT&T will provide Specifications to its AT&T Certified Suppliers. Where local building codes require enclosure specifications more stringent than AT&T's enclosure Specifications, NuVox and NuVox's AT&T Certified Supplier must comply with the more stringent local building code requirements. NuVox's AT&T Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. AT&T shall cooperate with NuVox and provide, at NuVox's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for NuVox's AT&T Certified Supplier to obtain the zoning, permits and/or other licenses. NuVox's AT&T Certified Supplier shall bill NuVox directly for all work performed for NuVox pursuant to this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by NuVox's AT&T Certified Supplier. Upon request, AT&T shall construct the enclosure for NuVox.

3.2.1 AT&T may elect to review NuVox's plans and specifications prior to allowing construction to start, to ensure compliance with AT&T's Specifications. AT&T will notify NuVox of its desire to execute this review in AT&T's response to the Initial Application, if NuVox has indicated its desire to construct its own enclosure. If NuVox's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. AT&T shall complete its review within fifteen (15) calendar days after the receipt of NuVox's plans and specifications. Regardless of whether or not AT&T elects to review NuVox's plans and specifications, AT&T reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to NuVox's submitted plans and specifications and/or AT&T's Specifications, as applicable. If AT&T decides to inspect the constructed Collocation Space, AT&T will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from NuVox. AT&T may require NuVox to remove or correct within seven (7) calendar days, at NuVox's expense, any structure that materially deviates from NuVox's plans and specifications or AT&T's Specifications, if applicable**.** If NuVox requests AT&T to construct the enclosure or do any other work, NuVox reserves the right to inspect the enclosure or work performed by AT&T and review any plans or specifications related to the same.

3.3 Shared Caged Collocation. NuVox may allow other telecommunications carriers to share NuVox's caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by NuVox (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and AT&T is prohibited by said lease from offering such an option to NuVox or is located on property for which AT&T holds an easement and such easement does not permit such an option for a Remote Site Location. AT&T shall be notified in writing by NuVox upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by NuVox that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T and NuVox.

3.3.1 NuVox, as the Host, shall be the sole interface and responsible Party to AT&T for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. AT&T shall provide NuVox with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. AT&T will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, AT&T will not prorate the cost of the bay. In all other states than Florida, and in addition to the

above, NuVox shall be the responsible party to AT&T for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from NuVox to use NuVox's ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in the Pricing Schedule, which will be billed to the Host on the date that AT&T provides its written response to the Guest(s) Bona Fide Application (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to AT&T to request the provisioning of interconnecting facilities between AT&T and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with AT&T.

3.3.3 NuVox shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of NuVox's Guest(s) in the Collocation Space, except to the extent caused by AT&T's, its employees' or agents' negligence, gross negligence, or willful misconduct.

3.3.4 In making shared caged arrangements available, whether or not NuVox serves as Host, AT&T may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.

3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent AT&T is permitted to offer shared collocation at Remote Site locations by property or easement owners, AT&T will permit shared cageless collocation at such locations, where technically feasible, and space is available.

3.5 Adjacent Collocation. Subject to technical feasibility and space availability, AT&T will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by NuVox and must be in conformance with reasonable and nondiscriminatory provisions of AT&T's design and construction Specifications. Further, NuVox shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates**,** terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

3.5.1 If NuVox requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, NuVox must arrange with an AT&T Certified Supplier to construct the Adjacent Arrangement structure in accordance with AT&T's Specifications. AT&T will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than AT&T's Specifications, NuVox and NuVox's AT&T Certified Supplier must comply with the more stringent local building code requirements. NuVox's AT&T Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. NuVox's AT&T Certified Supplier shall bill NuVox directly for all work performed for NuVox pursuant to this Attachment. AT&T shall have no liability for, nor responsibility to pay, such charges imposed by NuVox's AT&T Certified Supplier.

3.5.2 NuVox must submit its Adjacent Arrangement construction plans and specifications to AT&T when it places its Firm Order. AT&T shall review NuVox's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure NuVox's compliance with AT&T's Specifications. AT&T shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from NuVox for the Adjacent Arrangement. AT&T may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to NuVox's submitted plans and specifications. If AT&T decides to inspect the completed Adjacent Arrangement, AT&T will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from NuVox. AT&T may require NuVox to remove or correct within seven (7) calendar days at NuVox's expense, any structure that materially deviates from its submitted plans and specifications or AT&T's Specifications, if applicable.

3.5.3 NuVox shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the AT&T point of demarcation. At NuVox's option, and where the local authority having jurisdiction permits, AT&T shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, AT&T will provide DC power, to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that complies with the pricing standards of Sections 251 and 252 of the Act. NuVox's AT&T Certified Supplier shall be responsible, at NuVox's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. AT&T shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.

3.5.4 In the event that interior space in an AT&T Premises becomes available, and subject to the provisions of Section 6.6 of this Attachment, NuVox may, at its option, relocate its equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.

3.6 Other Physical Collocation Arrangements. AT&T will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, NuVox, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.

3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in this Collocation Attachment and AT&T's FCC Tariff No. 2 for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Tariff. AT&T shall provide Virtual Collocation at the rates set forth in the Pricing Schedule. If there are any inconsistencies between AT&T's FCC Tariff No. 1 or the Florida Access Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.

3.7.1 Virtual Collocation would occur when NuVox provides and leases to AT&T its transmission and other collocation equipment dedicated to NuVox's use. NuVox will be responsible for monitoring and controlling NuVox's circuits terminating at AT&T's Premises. Once space preparation is complete, and upon NuVox's request, NuVox shall contract with an AT&T Certified Supplier to install all equipment and facilities in accordance with AT&T's guidelines and Specifications. NuVox shall be responsible for all costs of the AT&T Certified Supplier's installation of NuVox's virtual collocation arrangement. NuVox shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning NuVox's virtual collocation space. AT&T will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable AT&T equipment. Maintenance may include the change out of electronic cards provided by NuVox.

3.7.2 NuVox may purchase the equipment from a third party, and is not required to purchase the equipment from AT&T.

3.7.3 AT&T will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in the Pricing Schedule.

3.8 Remote Site Collocation. Remote Site Collocation is the placement of NuVox owned facilities and equipment in AT&T remote sites. Equipment ownership, maintenance and insurance are the responsibility of NuVox or their approved agent. The minimum amount of a Remote Site Collocation arrangement is one bay/rack.

3.8.1 For equipment requiring special technical considerations, NuVox must provide the equipment layout, including spatial dimensions for such equipment pursuant to the generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Sections 3.8.3 following.

3.8.2 NuVox may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group, as follows:

3.8.2.1 Connection to an AT&T feeder line (when technically feasible) is achieved via cross connects located near the AT&T equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX, feeder distribution interface, or LGX panel in the Remote Site Location. AT&T is not required to provide access to their fiber feeder loop plant on an unbundled basis as a subloop UNE.

3.8.2.2 Connection of the NuVox owned or leased entrance facilities into the Remote Site Collocation Space from NuVox's own point of presence is permitted. However, AT&T will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.

3.8.3 Distribution lines will be accessed through NuVox's provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. AT&T will splice this cable to the distribution cable at the feeder distribution interface in 8-pair increments.

3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of NuVox owned equipment and facilities in an AT&T Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one rack/bay. AT&T will lease NuVox's entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. NuVox's certified supplier will install the equipment in the rack/bay. AT&T will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when NuVox requests such work via a Service Order or Maintenance ticket.

3.9 Cross Connect. A cross connect purchased pursuant to this Attachment shall connect the demarcation point associated with NuVox's collocation arrangement to the UNEs purchased by NuVox pursuant to Attachment 2 hereof or the interconnection facilities purchased by NuVox pursuant to Attachment 3 hereof.

3.10 Co-Carrier Cross Connect (CCXC). CCXCs are cross connects between NuVox and another collocated telecommunications carrier other than AT&T in the same Premises. Where technically feasible, AT&T will permit NuVox to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with FCC Rule 51.323. Both NuVox's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. AT&T applicable charges will be imposed on the requesting telecommunications carrier. NuVox is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.10.1 NuVox may provision the CCXC using its own technicians**,** if certified as an AT&T Certified Supplier, or contract with an AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by NuVox. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where NuVox's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, NuVox may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two (2) contiguous cages. NuVox shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through AT&T's equipment. NuVox shall not provision CCXC on any AT&T distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross Connect), or LGX (Light Guide Cross Connect). NuVox is responsible for ensuring the integrity of the signal.

3.10.2 The CCXC fees provided for in this Agreement shall not apply when AT&T has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by NuVox via nonrecurring CCXC charges. If NuVox has ordered a service that originates from its collocation space and terminates to another collocator's space in the same AT&T Premises, which caused an AT&T technician to jumper the two (2) collocation spaces together using NuVox specific connecting facility assignments (CFAs) provided by NuVox and the other collocator at an AT&T frame, panel or existing POT bay (wherever the point of demarcation resides), then AT&T will permit these cross connections to remain in-service as provisioned and at the rates at which they were provisioned ("grandfathered").

3.10.3 NuVox shall be responsible for providing a letter of authorization (LOA), with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting NuVox provisioned CCXC shall utilize common cable

support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two (2) contiguous caged collocation arrangements, NuVox may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements.

3.10.4 To request or self-provision CCXCs, NuVox must submit a Remote Site Application, an Initial Application or Subsequent Application to AT&T. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in the Pricing Schedule, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. AT&T will bill this nonrecurring fee on the date that it provides an Application Response to NuVox**.** If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.

3.10.5 If requested by NuVox, AT&T will provision additional cable racking, if insufficient capacity is available to support NuVox's request to provision a CCXC itself.

3.11 Direct Connect (DC). AT&T will permit NuVox to interconnect directly between NuVox's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. NuVox must use an AT&T Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by NuVox. In those cases where NuVox's virtual and/or physical collocation space is contiguous in the central office, NuVox will have the option of using NuVox's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. NuVox will deploy such optical or electrical connections directly between its own facilities without being routed through AT&T equipment. NuVox may not self-provision DC's on any AT&T distribution frame, POT, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect).

3.11.1 NuVox is responsible for ensuring the integrity of the signal. NuVox-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two (2) contiguous collocation arrangements, NuVox will have the option of using NuVox's own technicians to construct its own dedicated support structure.

3.11.2 To request or self-provision DCs, NuVox must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in the Pricing Schedule, will apply. If modifications in addition to the placement of DC's are requested, the Initial

Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by AT&T on the date that AT&T provides an Application Response.

4. Occupancy

4.1 Space Ready Date. AT&T will notify NuVox in writing when the Collocation Space is ready for occupancy ("Space Ready Date).

4.2 Acceptance Walkthrough. NuVox will schedule and complete an acceptance walkthrough of the Collocation Space with AT&T within fifteen (15) calendar days of the Space Ready Date. AT&T will correct any deviations from NuVox's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. AT&T will notify NuVox of a new Space Ready Date upon resolution of any deviations that require correction. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following. NuVox must notify AT&T in writing that collocation equipment installation is complete and operational with AT&T's network**.**

4.3 Space Acceptance Date. If NuVox completes its acceptance walkthrough within the fifteen (15) calendar day interval, the date of NuVox's acceptance of the Collocation Space, as indicated by NuVox's execution of a Space Acceptance Form, will be the Space Acceptance Date ("Space Acceptance Date").

4.3.1 In the event that NuVox fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by NuVox on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that AT&T has complied with all space preparation, provisions of NuVox's BFFO, and that all required of AT&T is complete.

4.3.2 If NuVox decides to occupy the space prior to the Space Ready Date, the date NuVox occupies the space will be deemed the Space Acceptance Date.

4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement NuVox may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon AT&T's execution of the Space Relinquishment Form for the collocation space(s) for which NuVox seeks to terminate occupancy, which termination date shall be the same date as NuVox's date of the Space Relinquishment Form, provided NuVox has complied with all provisions of the Space Relinquishment Form. AT&T may terminate NuVox's right to occupy the Collocation Space in the

event NuVox fails to comply with any material provision directly related to Collocation in this Agreement provided AT&T gives NuVox thirty (30) calendar days' prior written notice of the failure to comply and gives NuVox an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

4.4.1 Upon termination of occupancy, NuVox, at its sole expense, shall remove its equipment and any other property from the Collocation Space. NuVox shall have thirty (30) calendar days (Removal Date) from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of NuVox's Guest(s), unless NuVox's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirements and executed the appropriate documentation required by AT&T prior to the NuVox Removal Date.

4.4.2 Should NuVox or NuVox's Guest(s) fail to vacate the Collocation Space by the Removal Date, AT&T shall have the right to remove the equipment and dispose of the equipment and other property of NuVox or NuVox's Guest(s), in any commercially reasonable manner that AT&T deems fit, at NuVox's expense and with no liability whatsoever for NuVox's property or NuVox's Guest(s)'s property**,** provided that AT&T has not granted NuVox's request for an extension of the Removal Date, and such request shall not unreasonably be denied.

4.4.3 Upon termination of NuVox's right to occupy specific Collocation Space, the Collocation Space will revert back to AT&T's space inventory, and NuVox shall surrender the Collocation Space to AT&T in the same condition as when it was first occupied by NuVox, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. NuVox's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records as required by AT&T's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. NuVox shall be responsible for the cost of removing any NuVox constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition

5. Use of Collocation Space

5.1 Equipment Type. AT&T shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders**.** Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with AT&T at a level equal in quality to that which AT&T obtains

within its own network or what AT&T provides to any Affiliate, subsidiary, or other party.

5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services NuVox seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 above must not cause the equipment to significantly increase the burden on AT&T's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, NuVox may order AT&T tariffed services that connect to such equipment in its Collocation Space.

5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. AT&T will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on AT&T's property than comparable single function equipment. AT&T may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, AT&T may not block collocation and use of equipment while a proceeding to determine whether AT&T

may block such placement is pending. If AT&T prevails in such a proceeding, NuVox will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from AT&T, or as otherwise set forth in the relevant Commission order.

5.4 Whenever AT&T objects to collocation of equipment by NuVox for purposes within the scope of Section 251 (c) (6) of the Act, AT&T shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. AT&T may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T applies to its own equipment. AT&T may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If AT&T denies collocation of NuVox's equipment, citing safety standards, AT&T must provide to NuVox within five (5) business days of the denial a list of all equipment that AT&T locates at the Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that AT&T contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that NuVox's equipment does not satisfy; AT&T's basis for concluding that NuVox's equipment does not meet this safety requirement; and AT&T's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. AT&T reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.

5.5 All NuVox Remote Site equipment installation shall comply with AT&T TR 73503-11h, "Grounding – Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conducted pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory and located within NuVox's Remote Site Collocation Space.

5.6 Terminations. NuVox shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLCs, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will

include equipment contained in the application in question as well as the transmission equipment already placed in an arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that NuVox submits an application for terminations that exceed the total capacity of the collocated equipment, NuVox will be informed of the discrepancy and will be required to submit a revision to the application.

5.7 NuVox will provide a list of those entities with a security interest in collocation equipment in NuVox's collocation sites to AT&T. This list will be updated by NuVox once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions of this Agreement. In no event shall AT&T use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by NuVox.

5.8 No Marketing. NuVox shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.

5.9 Collocation Space/Equipment Identification. NuVox shall place a plaque on or affix other identification (e.g., stenciling) to NuVox's equipment, in order for AT&T to identify NuVox's equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.

5.10 Entrance Facilities. NuVox may elect to place NuVox-owned or NuVox-leased (from AT&T or a third party provider) fiber entrance facilities into its Collocation Space. AT&T will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. NuVox will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. NuVox will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by AT&T. In Central Offices, NuVox will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by AT&T. The fire retardant riser cable will extend from the splice location to NuVox's equipment in the Collocation Space. In the event NuVox utilizes a non-metallic, riser-type entrance facility, a splice will not be required. NuVox must contact AT&T for instructions prior to placing any entrance facility cable in the manhole. NuVox is responsible for maintenance of the entrance facilities.

5.10.1 Central Office - Microwave Entrance Facilities. At NuVox's option, AT&T will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.

5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. AT&T shall permit NuVox to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless AT&T determines that limited space is available for the placement of entrance facilities.

5.11 Dual Entrance Facilities. AT&T will provide at least two (2) interconnection points at each Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by NuVox for dual entrance facilities to its physical Collocation Space, AT&T shall provide NuVox with information regarding AT&T's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, AT&T will make the requested conduit space available for installing a second entrance facility to NuVox's arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but determined by AT&T on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, AT&T will provide this information to NuVox in the Application Response**.** AT&T shall not deny an Application for the sole reason that dual entrance facilities are not available.

5.12 Shared Use. NuVox may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to NuVox's collocation arrangement within the same Premises.

5.12.1 In a Central Office, AT&T shall allow the splice, as long as the fiber is non-working dark fiber. NuVox must arrange with AT&T in accordance with all reasonable and nondiscriminatory requirements set forth in AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for AT&T to perform the splice of the NuVox provided riser cable to the spare capacity on the entrance facility. If NuVox desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with AT&T in accordance with all reasonable and nondiscriminatory requirements set forth in AT&T's Special Construction Procedures, RL93-11-030BT, and provide a LOA from NuVox for AT&T to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on NuVox's entrance facility.

5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from NuVox.

5.13 Central Office Demarcation Point. AT&T, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between NuVox's equipment and/or network and AT&T's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-provision cross connects within the Collocation Space that may be required to activate service requests. NuVox shall have access to the demarcation point and all equipment and facilities on its side of the demarcation point**.** NuVox shall not have access to AT&T's side of the demarcation point. When troubles cannot be clearly isolated to AT&T's facilities and equipment, AT&T will agree to test cooperatively with NuVox to assist in trouble isolation to a specific Party's facilities and equipment as set forth in AT&T's FCC Tariff No. 2. If NuVox performs testing of its facilities and submits a trouble ticket to AT&T indicating a trouble exists on AT&T's side of the demarcation, then AT&T will perform the required testing on its side of the demarcation point to isolate the trouble reported by NuVox. If AT&T does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then AT&T will take the necessary action to repair its facilities to eliminate the trouble and NuVox will not be charged for submission of the trouble ticket. If AT&T cannot locate any trouble on its side of the demarcation point, then AT&T will assess NuVox the applicable Maintenance of Services charge as set forth in Section 13 of AT&T's FCC Tariff No. 2, based on the amount of time, in half-hour increments, it takes an AT&T technician to complete the appropriate testing. If, within thirty (30) calendar days of AT&T's billing of the Maintenance of Services charge, NuVox performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on NuVox's side of the demarcation point, then NuVox shall submit a second trouble ticket to AT&T. If, after testing has been performed by AT&T, the trouble is actually determined to be on AT&T's side of the demarcation point, AT&T will not charge NuVox for the submission of the trouble ticket. AT&T shall also credit NuVox's account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to AT&T's network, the demarcation point shall be a common block on the AT&T designated conventional distributing frame (CDF). NuVox shall be responsible for providing, and **NuVox**'s AT&T Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be an AT&T provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be an AT&T provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be an AT&T designated

distributing frame. AT&T shall not require NuVox to use an intermediate interconnection arrangement in lieu of a direct connection to AT&T's network if technically feasible.

5.13.1 Existing point(s) of demarcation – NuVox provided POT Bay. AT&T will grandfather existing point(s) of demarcation established at a NuVox provided POT Bay. NuVox shall order services using the existing remaining terminations in the POT bay.

5.13.2 Existing point(s) of demarcation – AT&T provided POT Bay. AT&T will grandfather existing point(s) of demarcation established at an AT&T provided POT Bay. NuVox shall order services using the existing remaining cabling and terminations in the POT Bay.

5.13.3 Irrespective of where the demarcation point in a central office is located, AT&T shall provide NuVox with access to NuVox's side of the demarcation point pursuant to this Section.

5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated AT&T DS-1 cross connect panel. DS-3 services will be at the designated AT&T DS-3 cross connect panel. Dark fiber services will be at the designated AT&T LGX panel.

5.15 NuVox's Equipment and Facilities. NuVox, or if required by this Attachment, NuVox's AT&T Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NuVox and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. NuVox need not use an AT&T Certified Supplier to monitor, maintain or repair its own equipment and facilities. NuVox need not use an AT&T Certified Supplier to monitor, maintain and repair its own equipment and facilities.

5.16 AT&T's Access to Enclosed Collocation Space. Except in the case of an emergency, AT&T will not access NuVox's locked enclosure prior to notifying NuVox at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. AT&T retains the right to access NuVox's space for the purpose of making AT&T equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). NuVox may elect to be present whenever AT&T performs work in the Collocation Space. The Parties agree that NuVox will not bear any of the expense associated with this type of work. AT&T, its employees, vendors and agents, will comply at all times

with its own security and safety procedures and requirements, while in NuVox's space.

5.16.1 In cases of emergency, AT&T will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.

5.17 NuVox must provide the local AT&T Central Office building contact with two Access Keys that will allow AT&T entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with NuVox ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.

5.18 AT&T shall be liable for the negligent actions of its employees or agents and for any damage caused to NuVox's equipment, facilities or Collocation Space while in NuVox's Collocation Space and shall indemnify and hold harmless NuVox from any claim, liability or damages that may result from such entry into NuVox's Collocation Space by AT&T, its agents, contractors or employees.

5.19 NuVox's Access. NuVox shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided NuVox complies with the requirements set forth in Section 13 of this Attachment. NuVox agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of NuVox or NuVox's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. When distributing access keys or cards, AT&T shall provide receipt acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys to NuVox. These receipt acknowledgement forms must be signed by NuVox and returned to AT&T Access Management within fifteen (15) calendar days of NuVox's receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by AT&T. Access Keys may not be duplicated under any circumstances. NuVox agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of NuVox's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with NuVox ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The AT&T Access Customer Advocacy Center (ACAC)

emergency access contact numbers will be provided to NuVox for access related issues.

5.19.1 AT&T will permit one accompanied site visit to NuVox's designated collocation arrangement location, after receipt of the BFFO without charge to NuVox. NuVox must submit to AT&T the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date NuVox desires access to the Collocation Space or Remote Collocation Space. NuVox may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to AT&T's receipt of the BFFO. AT&T shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by NuVox. In the event NuVox desires access to the Collocation Space or Remote Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, AT&T shall permit NuVox to access the Collocation Space or Remote Collocation Space, prior to completing AT&T's Training requirements (as set forth in Section 13 of this Attachment), accompanied by a security escort, at NuVox's expense. NuVox must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be required whenever NuVox or its approved agent desires access to the entrance manhole.

5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for AT&T to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), NuVox shall pay for the costs of re-keying or deactivating the card as set forth in the rates in the Pricing Schedule. If it becomes necessary for NuVox to rekey an enclosure due to AT&T losing a key or if a key becomes stolen while in the possession of AT&T, AT&T will pay NuVox the applicable costs, as supported by documentation, to rekey an enclosure or replace lost or stolen keys that NuVox has previously provided to AT&T.

5.20 Health Related Facilities and Parking. NuVox authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as to available parking.

5.21 Interference or Impairment. For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective.

5.21.1 Interference or Impairment. Notwithstanding any other provisions of this Attachment, NuVox shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any

equipment or facilities in any manner that 1) significantly degrades, or significantly impairs from the service provider's perspective, a traditional voice band service or advanced service provided by AT&T, or by any other entity whose service enters, is routed through or exits that Central Office; 2) endangers or damages the equipment, facilities or any other property of AT&T or of any other entity located in the central office or on the Premises in which the Central Office is located; 3) knowingly or unlawfully compromises the privacy of any communications routed through the Premises or 4) creates an unreasonable risk of injury or death to any individual or to the public. If AT&T reasonably determines that any equipment or facilities of NuVox violates the provisions of this paragraph, AT&T shall provide written notice to NuVox, which shall direct NuVox to cure the violation within forty-eight (48) hours of NuVox's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if NuVox fails to commence curative action within twenty-four (24) hours and exercise commercially reasonable efforts to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of physical damage to property or injury or death to any person, then and only in that event, AT&T may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to NuVox's equipment which AT&T has determined beyond a reasonable doubt is the cause of such threat. In the case of NuVox not taking action within twenty-four (24) hours and exercising commercially reasonable efforts to complete such action as soon as possible, AT&T will provide notice to NuVox prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that AT&T, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by AT&T fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, AT&T shall have no liability to NuVox for any damages arising from such action. If AT&T's right to take action pursuant to this Section results solely from NuVox's failure to take curative action or to exercise commercially reasonable efforts to complete such action as soon as possible, AT&T shall provide notice prior to taking action under this Section. Any disputes with respect to AT&T's right to take such action under this Section 5.21.2

shall be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.3 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and NuVox fails to take curative action within forty-eight (48) hours, then AT&T will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to NuVox or, if subsequently necessary, the Commission must be supported by AT&T with specific and verifiable information. When AT&T demonstrates that a certain technology deployed by NuVox is significantly degrading the performance of other advanced services or traditional voice band services, NuVox shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.

5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, NuVox may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by NuVox in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as personalty and may be removed by NuVox at any time. Any damage caused to the Collocation Space by NuVox's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by NuVox's expense.

5.23 Alterations. Under no condition shall NuVox or any person acting on behalf of NuVox make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of AT&T, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by NuVox. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1 below, and, which will be billed by AT&T on the date that AT&T provides NuVox with an Application Response.

5.24 Janitorial Service. NuVox shall be responsible for the general upkeep of its Collocation Space. NuVox shall arrange directly with an AT&T Certified Supplier for janitorial services applicable to Caged Collocation Space. AT&T shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Central Office and Remote Site Collocation Space

6.1 Initial Application. For NuVox or NuVox's Guest(s) initial equipment placement, NuVox shall submit to AT&T a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information

6.1.1 Initial Application Fee. An Application Fee, as set forth in the Pricing Schedule, will apply to each Initial Application submitted by NuVox, and will be billed by AT&T on the date that AT&T provides NuVox with an Application Response.

6.2 Subsequent Application. In the event NuVox or NuVox's Guest(s) desires to modify the Collocation Space after a BFFO, NuVox shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 of this Attachment ("Subsequent Application"). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Alteration. AT&T shall determine what modifications, if any, to the Premises are necessary to accommodate the change requested by NuVox in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 Subsequent Application Fee. The application fee paid by NuVox for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by AT&T, an Administrative Only Application Fee will be required as set forth in the Pricing Schedule. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by AT&T, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by AT&T as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in the Pricing Schedule. If the

modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that AT&T provides NuVox with an Application Response.

6.3 Remote Site Application. When NuVox or NuVox's Guest(s) desires to install a bay/rack in a Remote Site Location, NuVox shall submit to AT&T a Physical Expanded Interconnection Application Document (Remote Site Application). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in the Pricing Schedule, will apply which will be billed on the date that AT&T provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and a Remote Site Application will be required. The installation of additional shelves/ equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.

6.3.1 Availability of Space. Upon submission of an application, AT&T will permit NuVox to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any AT&T Remote Site Location, unless AT&T has determined that there is no full bay/rack of space available due to space limitations after AT&T has conducted a review of all space within the Remote Site Location or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, AT&T reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or AT&T may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, AT&T will notify NuVox of the amount that is available.

6.4 Space Preferences. If NuVox has previously requested and received a Space Availability Report for the Premises, NuVox may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event AT&T cannot accommodate NuVox's preference(s), NuVox may accept the space allocated by AT&T or cancel its application, (without incurring an application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will be billed by AT&T on the date that AT&T provides NuVox with an Application Response.

6.5 Space Availability Notification

6.5.1 Unless otherwise specified, AT&T will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. AT&T's electronic application system will indicate when the application is Bona Fide**.** If the application cannot be Bona Fide**,** AT&T will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, AT&T will notify NuVox of the amount of space that is available and no application fee will apply. When AT&T's response includes an amount of space less than that requested by NuVox or space that is configured differently, no application fee will apply. If NuVox decides to accept the available space, NuVox must resubmit its application to reflect the actual space available, including the configuration of the space**.** When NuVox resubmits its application, AT&T will bill NuVox the appropriate application fee.

6.5.2 AT&T will respond to a Florida and Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. AT&T's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide**,** AT&T will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not_available, AT&T will notify NuVox of the amount of space that is available or space that may be configured differently and no application fee will apply. If NuVox decides to accept the available space, NuVox must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 Denial of Application. If AT&T notifies NuVox that no space is available ("Denial of Application"), AT&T will not assess an application fee to NuVox. After providing written notice to NuVox that AT&T has no available space in the requested Premises, AT&T will allow NuVox, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application**,** or as otherwise agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by AT&T at least five (5) calendar days prior to the tour date.

6.5.4 AT&T's written notice of denial shall provide NuVox with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.

6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. AT&T shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless AT&T proves to the Commission that collocation at the point is not technically feasible.

6.5.6 AT&T will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.

6.5.7 Filing of Petition for Waiver. Upon Denial of Application, AT&T will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any AT&T or any of AT&T's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, AT&T shall permit NuVox to inspect any floor plans or diagrams that AT&T provides to the Commission**.**

6.6 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. AT&T will notify the requesting carriers on the waiting list by mail when space becomes available, according to the position of each requesting carrier on said waiting list.

6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, AT&T will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, AT&T will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If AT&T does not know sixty (60) calendar days in advance of when space will become available, AT&T will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.7 When space becomes available, NuVox must submit an updated, complete, and correct application to AT&T within thirty (30) calendar days of notification by AT&T that space will be available in the Premises previously out of space. If NuVox has originally requested caged Collocation Space and cageless Collocation Space becomes available, NuVox may refuse such space and notify AT&T in writing within the thirty (30) calendar day timeframe that NuVox wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. NuVox may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If NuVox does not submit an application or notify AT&T in writing as described above, AT&T will offer the space to the next telecommunications carrier on the waiting list and remove

NuVox from the waiting list. Upon request, AT&T will advise NuVox as to its position on the waiting list.

6.8 Public Notification. AT&T will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. AT&T shall update such document within ten (10) calendar days of the date that AT&T becomes aware that insufficient space is available to accommodate physical collocation. AT&T will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.

6.9 Application Response

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, AT&T will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application for physical collocation and ten (10) calendar days for virtual collocation. The Central Office Application Response will include sufficient information to enable NuVox to place a Firm Order**,** which, at a minimum**,** will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

6.9.1.1 AT&T will provide the Remote Site Application Response in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

6.9.1.2 AT&T will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide an Application Response including sufficient information to enable NuVox to place a Firm Order. The Central Office Application Response will

include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When NuVox submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2.1 AT&T will provide the Remote Site Application Response in Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide an Application Response including sufficient information to enable NuVox to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When NuVox submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.9.2.2 AT&T will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.

6.10 Application Modifications

6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of NuVox, or necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. AT&T will charge NuVox the appropriate application fee associated with the level of assessment performed by AT&T. If the modification requires no labor or capital expenditure by AT&T, but AT&T must perform an assessment of the application to evaluate whether or not AT&T would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by AT&T and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in the Pricing Schedule. A modification involving a capital expenditure by AT&T shall require NuVox to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by AT&T on the date that AT&T provides NuVox with an Application Response.

6.11 Bona Fide Firm Order

6.11.1 NuVox shall indicate its intent to proceed with its request for collocation space in an AT&T Premises by submitting a Bona Fide Firm Order to AT&T. The BFFO must be received by AT&T no later than thirty (30) calendar days after receipt of AT&T's Application Response to NuVox's Bona Fide Application or NuVox's application will expire.

6.11.2 AT&T will establish a firm order date based upon the date AT&T is in receipt of NuVox's BFFO. AT&T will acknowledge the receipt of NuVox's BFFO within seven (7) calendar days of receipt, so that NuVox will have positive confirmation that its BFFO has been received. AT&T's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, AT&T will complete construction for physical and Remote Site collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to the Collocation Space after initial space completion, AT&T will complete construction for physical and remote site collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties if no additional space requested. If AT&T does not believe that construction for physical and remote site collocation will be completed within the relevant timeframe and AT&T and NuVox cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Alteration, AT&T may seek an extension from the Commission. For virtual collocation arrangements in Florida and Tennessee, AT&T will complete construction for initial and Alterations requested to the virtual Collocation Space after initial space completion as soon as possible within a maximum of sixty (60) calendar days.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, AT&T will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. AT&T will complete construction for cageless and Remote Site collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from

receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. AT&T will complete construction for virtual collocation arrangements under ordinary conditions as soon as possible within a maximum of fifty (50) calendar days under ordinary conditions from receipt of a BFFO and seventy five (75) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major AT&T equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T may seek a waiver from this interval from the Commission.

7.1.3 Records Only Change. When NuVox adds equipment within initial demand parameters that requires no additional space preparation work on the part of AT&T, then no additional charges or additional intervals will be imposed by AT&T.

7.1.4 AT&T will work cooperatively with NuVox to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.1.4.1 Intervals for Interconnection & Power Cabling:

7.1.4.2 CLEC shall consult the AT&T CLEC Online Handbook for information regarding interval changes regarding Interconnection to and/or Power Cabling changes. CLEC must use an AT&T Approved Installation Supplier to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

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7.1.4.10 Individual application fees associated with simple, minor and intermediate Augment applications are contained in the Pricing Schedule. The appropriate application fee will be assessed to NuVox at the time AT&T provides NuVox with the Application Response. If NuVox requests multiple items from different Augment categories AT&T will bill NuVox the Augment Application Cost, as identified in the Pricing Schedule, associated with the higher Augment category only. NuVox will be assessed a Subsequent Application Fee for all Major Augment applications. The Subsequent Application Fee is also reflected in the Pricing Schedule.

7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T and NuVox will commence within a maximum of twenty (20) calendar days from AT&T's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. NuVox Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, AT&T contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.

7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.

7.4 Acceptance Walkthrough. NuVox will schedule and complete an acceptance walkthrough of each Collocation Space with AT&T within fifteen (15) calendar days of AT&T’s notification to NuVox that the Collocation Space is ready for occupancy. In the event NuVox fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by NuVox provided that AT&T has complied with all space preparation, provisions of NuVox’s BFFO, and that all required of AT&T is completed on the Space Ready Date**.** AT&T will correct any deviations to NuVox’s original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe**.** At the end of the acceptance walkthrough or after any deviations are corrected, NuVox will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.

7.5 Central Office Circuit Facility Assignments (CFAs). AT&T will provide CFAs to NuVox when the spaced is completed. The ACTL will be provided to NuVox no later than with the issuance of the CFA.

7.5.1 To provide CFAs to NuVox prior to the Provisioning Interval for those Premises in which NuVox has a physical collocation arrangement with a POT bay provided by NuVox or a virtual collocation arrangement, NuVox must provide AT&T with the following information:

7.5.1.1 for a physical collocation arrangement with a NuVox-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

7.5.1.2 for a virtual collocation arrangement - a complete layout of NuVox's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by NuVox's AT&T Certified Supplier.

7.5.1.3 NuVox may submit an EIU form at any time after the twentieth (20th) calendar day after the BFFO. CFAs will be provided within ten (10) calendar days of receipt of the EIU form.

7.5.2 AT&T will bill NuVox a nonrecurring charge, as set forth in the Pricing Schedule, each time NuVox requests a resend of its CFAs for any reason other than an AT&T error in the CFAs initially provided to NuVox.

7.5.3 For a Remote Site CFAs are not used. Distribution lines will be accessed by NuVox provisioning a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface (FDI) of sufficient length for splicing. AT&T personnel will splice NuVox's cable to a group/bundle of the distribution cable at the FDI. Groups/Bundles will be provided in 8-pair increments. In order to establish the cable/pair range NuVox must submit a Remote Site Splitter Ordering Document (RSOD) which can be found in the Remote Site Line Splitting CLEC Information Package located on AT&T's web site at http://wholesale.att.com/reference_library/guides/html/unes.html. Once the cable/pair range is established NuVox can then submit LSRs for individual line activations.

7.6 AT&T Approved Installation Supplier (AT&T AIS)

AT&T AIS means the suppliers that are approved to perform CO installation work for AT&T and for Virtual Collocators in AT&T Eligible StructuresApproved CO Installation Suppliers Tier 1 (AT&T AIS Tier 1) - These suppliers are approved by AT&T to perform CO installation work for AT&T and for Virtual Collocators in AT&T CO in all Collocation areas and common areas in the technologies and

geographical locations for which they are approved by the AT&T per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website. AT&T Collocation Approved Installation Suppliers Tier 2 (AT&T AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).

7.7 Alarm and Monitoring. AT&T shall place environmental alarms in the Premises for the protection of AT&T equipment and facilities. NuVox shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NuVox's Collocation Space. Upon request, AT&T will provide NuVox with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NuVox. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.8 Virtual to Physical Collocation Relocation. NuVox may relocate its existing virtual collocation arrangement(s), according to the standard intervals identified in Sections 7.1.1 and 7.1.2 above, to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as set forth in the Pricing Schedule. In the event AT&T knows when additional space for physical collocation may become available at the location requested by NuVox, such information will be provided to NuVox in AT&T's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to NuVox within one hundred eighty (180) calendar days of AT&T's written denial of NuVox's request for physical collocation, (ii) AT&T had knowledge that the space was going to become available, and (iii) NuVox was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then NuVox may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. NuVox must arrange with an AT&T Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the

results of that conversion to be located in a space that AT&T has reserved for its own future needs; 3) the converted arrangement does not limit AT&T's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. AT&T will complete virtual to in-place physical collocation conversions within forty-five (45) calendar days from receipt of the BFFO. AT&T will bill NuVox an Administrative Only Application Fee as set forth in the Pricing Schedule on the date that AT&T provides an Application Response to NuVox.

7.10 Cancellation. If at any time prior to space acceptance, NuVox cancels its order for Collocation Space(s) (Cancellation), AT&T will bill the applicable nonrecurring rate(s) as set forth in the Pricing Schedule for any and all work processes for which work has begun or been completed.

7.11 Licenses. NuVox, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.

7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 NuVox agrees to pay the rates and charges identified in the Pricing Schedule.

8.2 Application Fee. AT&T shall assess an application fee by generating a service order, which shall be issued at the time AT&T responds that space is available pursuant to Section 6.9 above. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to NuVox.

8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by NuVox. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to NuVox.

8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power NuVox's equipment. NuVox shall pay rack/bay space charges based upon the number of racks/bays requested. AT&T will assign Remote Collocation Space in conventional remote site rack/bay lineups where technically feasible.

8.4 Recurring Charges. If NuVox has met the applicable fifteen (15th) calendar day walkthrough interval specified in Section 4.3 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event that NuVox fails to complete an acceptance walkthrough within the applicable fifteen (15th) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If NuVox occupies the space prior to the Space Ready Date, the date NuVox occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.

8.5 NuVox shall continue the payment of all monthly fees to AT&T until the date that NuVox, and if applicable NuVox's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by AT&T. Billing for monthly recurring charges will cease on the date that NuVox and AT&T conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that NuVox signs off on the Space Relinquishment Form and sends this form to AT&T, if a subsequent inspection of the terminated space by AT&T reveals no discrepancies. In the latter case, if subsequent inspection by AT&T within fifteen (15th) calendar days of its receipt of the Space Relinquishment Form**,** does reveal discrepancies, billing for monthly recurring charges will cease on the date that AT&T and NuVox jointly conduct an inspection, which confirms that NuVox has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.

8.6 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. NuVox shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event NuVox opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to NuVox as prescribed in this Section. If NuVox was previously billed ICB or nonrecurring space preparation charges by AT&T, but has not paid such charges in full, AT&T will determine any outstanding amounts due from NuVox, and the Parties will agree on such outstanding amounts that are due and owing to AT&T. If NuVox pays such outstanding amounts to AT&T, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in the Pricing Schedule.

8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to NuVox for its equipment**.** When the Collocation Space is enclosed, NuVox shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, NuVox shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. AT&T will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event NuVox's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, NuVox shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by AT&T upon receipt of NuVox's BFFO.

8.9 Security Escort. Rates for a security escort are assessed according to the Pricing Schedule beginning with the scheduled escort time. AT&T will wait for one half (1/2) hour after the scheduled time for such an escort and NuVox shall pay for such half hour charges in the event NuVox fails to show up.

8.10 Cable Record Charges. These charges apply for work required to build cable records in AT&T systems. The VG/DS0 cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of NuVox's BFFO.

8.11 Power Rates. Rates for power are as set forth in the Pricing Schedule.

8.11.1 Under the fused amp billing option, NuVox shall be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of NuVox having provided documentation to AT&T demonstrating that NuVox paid installation costs under an ICB or nonrecurring rate schedule for the collocation arrangement power installation, NuVox will be billed the grandfathered recurring rate for the DC power set forth in the Pricing Schedule.

8.11.2 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

8.12 Grandfathered Rates

8.12.1 The rates for the recurring charges for grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in the Pricing Schedule.

8.12.2 The grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.

9. Central Office Power

9.1 AT&T shall make available –48 Volt (-48V) Direct Current (DC) power for NuVox's Collocation Space at an AT&T Battery Distribution Fuse Bay (BDFB). If NuVox was previously served off AT&T's main power board pursuant to NuVox's previous Interconnection Agreement, that arrangement shall be grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.11 above.

9.1.1 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month using the following formula:

For power provisioned from a BDFB – The number of fused amps requested by NuVox on its collocation application for power that is being provisioned from an AT&T BDFB should reflect a multiplier of 1.5 to convert the requested amperage to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by NuVox on its collocation application will be multiplied by the DC power fused amp rate set forth in the Pricing Schedule, which rate has already been adjusted through the application of the .67 multiplier.

For power provisioned from the main power board – The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, multiplied by the DC power fused amp rate set forth in the Pricing Schedule, which rate has already been adjusted through the application of the .67 multiplier.

9.1.2 DC Power Arrangement Provisioning and Power Reduction

In a CO AT&T shall make available -48V DC power to serve NuVox's equipment. When obtaining DC power from an AT&T Power Source (BDFB or Power Plant), NuVox's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by NuVox's AT&T AIS Tier 1, in accordance with the number of DC amps requested by NuVox on NuVox's Initial Application or any Subsequent Applications. NuVox is also responsible for contracting with an AT&T AIS Tier 1 to run the power distribution feeder cable from the AT&T Power Source to the equipment in NuVox's Collocation arrangement. The AT&T AIS Tier 1 contracted by NuVox must provide AT&T with a copy of the engineering power specifications

prior to the day on which NuVox's equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T Power Source and NuVox's Collocation arrangement. NuVox shall contract with an AT&T AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable NuVox's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within NuVox's Collocation arrangement, power cable feeds and terminations of the power cabling. NuVox and NuVox's AT&T AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

9.1.3 AT&T will permit NuVox to request DC power in five (5) amp increments from five (5) amps up to forty (40) amps. Above forty amps, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the AT&T Power source.

9.1.3.1 NuVox Interconnect Power Panel (CIPP) – (Options):

A NuVox Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T or an equivalent panel provided by NuVox's AT&T AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However NuVox may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T technical support. See the Collocation Handbook for additional information.

Eligible Structure Ground Cable Arrangement, Each:

The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within NuVox's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T provides an Integrated Ground Plane to serve NuVox's equipment in the same manner as AT&T equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

9.1.3.2 Power Reduction:

NuVox may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If NuVox desires to disconnect a power arrangement

(A&B feed), NuVox will be responsible for hiring an AT&T AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T rack level that make up the power arrangement. If NuVox desires to reduce the amperage on a power cable feed, NuVox will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T power source. In either case, NuVox must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. NuVox shall submit an augment application in order to process this request.

If NuVox desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 9.1.3. Different minimum amp increments apply for power arrangements fed from either an AT&T BDFB or an AT&T power plant. When NuVox is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When NuVox has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to NuVox.

When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T BDFB (e.g. power arrangements less than or equal to a fifty (50) amp A feed and a fifty 50) amp B feed) NuVox must hire an AT&T AIS Tier 1 to coordinate fuse changes at the AT&T BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), NuVox must hire an AT&T AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T power plant.

When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T AIS Tier 1 will perform the power cable removal work up to the rack level.. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, NuVox must perform the following activity:

Remove terminations at both ends of the power cable feed and cut cables up to the AT&T rack level. NuVox must use an AT&T AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

9.1.3.3 When NuVox has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps

on the A feed and twenty (20) amps on the B feed), NuVox has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If NuVox chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If NuVox has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

9.1.3.4 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), NuVox must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

9.2 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by NuVox's AT&T Certified Supplier. NuVox is responsible for contracting with an AT&T Certified Supplier for power distribution feeder cable runs from an AT&T BDFB to NuVox's equipment. The AT&T Certified Supplier contracted by NuVox must provide AT&T with a copy of the engineering power specifications prior to the day on which NuVox's equipment becomes operational. AT&T will provide the common power feeder cable support structure between the AT&T BDFB and NuVox's Collocation Space. NuVox shall contract with an AT&T Certified Supplier who will be responsible for the following: dedicated power cable support structure within NuVox's Collocation Space, power cable feeds, and terminations of cable.

9.3 If NuVox elects to install its own DC Power Plant, AT&T shall provide Alternating Current (AC) power to feed NuVox's DC Power Plant. Charges for AC power will be assessed per breaker ampere. When obtaining power from an AT&T service panel, protection devices and power cables must be engineered (sized) and installed by NuVox's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. NuVox's AT&T Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which NuVox's equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in the Pricing Schedule. AC power voltage and phase ratings shall be determined on a per location

basis. At NuVox's option, NuVox may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

9.4 NuVox has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested AT&T Premises. Under such an option, NuVox is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by an AT&T Certified Supplier hired by NuVox. NuVox's AT&T Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as AT&T is required to comply with these codes. NuVox must submit an application to AT&T for the appropriate amount of collocation space that NuVox requires to install this type of power arrangement. AT&T will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of NuVox's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. AT&T shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. NuVox shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, AT&T may seek a waiver of these requirements from the state Commission for the central office requested. NuVox would still have the option to order its power needs directly from AT&T.

9.5 AT&T will revise monthly recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by NuVox's AT&T Certified Supplier. AT&T will revise recurring power charges to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from NuVox certifying the completion of the power reduction. Notwithstanding the foregoing, if NuVox's AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become effective until the cabling is removed by NuVox's AT&T Certified Supplier and NuVox shall pay the power rate applicable prior to the power reduction request for the period between the receipt of the Power Reduction Form and the date the power cabling is actually removed.

9.6 If NuVox requests a reduction in the amount of power that AT&T is currently providing, NuVox must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in the Pricing Schedule will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response.

9.7 If NuVox has grand-fathered power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to an AT&T BDFB, in a specific central office, NuVox must submit a Subsequent Application. AT&T will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to an AT&T BDFB.

9.7.1 In Alabama and Louisiana, if NuVox has grandfathered power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to an AT&T BDFB, in a specific central office, NuVox must submit a Subsequent Application. AT&T will respond to such application within seven (7) calendar days and no application fee will apply [BST clarification] for this one time only power reconfiguration to an AT&T BDFB. For any power reconfigurations thereafter, NuVox will submit a Subsequent Application and the appropriate application fee will apply.

9.8 Remote Site Power. AT&T shall make available –48 Volt (-48V) DC power for NuVox's Remote Collocation Space at an AT&T Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for NuVox's equipment exceed the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). AT&T will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by NuVox's AT&T Certified Supplier. AT&T will revise recurring power charges to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from NuVox certifying the completion of the power reduction, including the removal of the power cabling by NuVox's AT&T Certified Supplier.

9.9 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from an AT&T service panel, protection devices and power cables must be engineered (sized) and installed by NuVox's AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. NuVox's AT&T Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in the Pricing Schedule. AC power

voltage and phase ratings shall be determined on a per location basis. At NuVox's option, NuVox may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

10. Insurance

10.1 NuVox shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

10.2 NuVox shall maintain the following specific coverage:

10.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). AT&T shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

10.3 All policies purchased by NuVox shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all NuVox's property has been removed from AT&T's Premises, whichever period is longer. If NuVox fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from NuVox.

10.4 NuVox shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NuVox shall arrange for AT&T to receive thirty (30) calendar days' advance notice of cancellation from NuVox's insurance company. NuVox shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:

ATTN: Tiffiney Ross
CVM Solutions
1815 South Meyers Rd
Ste #820
Oakbrook Terrace, IL 60181

10.5 NuVox must conform to recommendations made by AT&T's fire insurance company to the extent AT&T has agreed to, or shall hereafter agree to, such recommendations.

10.6 Self-Insurance. If NuVox's net worth exceeds five hundred million dollars ($500,000,000), NuVox may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2 above. NuVox shall provide audited financial statements to AT&T thirty (30) calendar days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to NuVox in the event that self-insurance status is not granted to NuVox. If AT&T approves NuVox for self-insurance, NuVox shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of NuVox's corporate officers. The ability to self-insure shall continue so long as NuVox meets all of the requirements of this Section. If NuVox subsequently no longer satisfies this Section, NuVox is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

11. Mechanics Liens

11.1 If any mechanics lien or other liens shall be filed against property of either Party (AT&T or NuVox), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

12. Inspections

12.1 AT&T may conduct an inspection of NuVox's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NuVox's equipment and equipment of AT&T. AT&T may conduct an inspection if NuVox adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide NuVox with a minimum of seventy-two (72) hours or three (3**)** business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by AT&T.

13. Security and Safety Requirements

13.1 Unless otherwise specified, NuVox will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NuVox employee hired in the past five years being considered for work on the Premises, for the states/counties where the NuVox employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. NuVox shall not be required to perform this investigation if an affiliated company of NuVox has performed an investigation of the NuVox employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if NuVox has performed a pre-employment statewide investigation of criminal history records of the NuVox employee for the states/counties where the NuVox employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

13.2 NuVox will be required to administer to its personnel assigned to the Premises security training either provided by AT&T, or meeting reasonable and nondiscriminatory criteria defined by AT&T.

13.3 NuVox shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and NuVox's name. AT&T reserves the right to remove from its Premises any employee of NuVox not possessing identification issued by NuVox or who has violated any of the reasonable and nondiscriminatory criteria outlined in AT&T's CLEC Security Training documents. NuVox shall hold AT&T harmless for any damages resulting from such removal of its personnel from AT&T Premises.

13.4 NuVox shall not assign to the Premises any personnel with records of felony criminal convictions. NuVox shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any NuVox personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NuVox chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, NuVox may, in the alternative, certify to AT&T that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

13.4.1 NuVox shall not knowingly assign to the Premises any individual who was a former employee and whose employment with AT&T was terminated for a felony for which they were convicted.

13.4.2 NuVox shall not knowingly assign to the Premises any individual who was a former supplier of AT&T and whose access to a Premises was revoked due to a felony for which they were convicted.

13.5 For each NuVox employee or agent hired by NuVox within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, NuVox shall furnish AT&T, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, NuVox will disclose the nature of the convictions to AT&T at that time. In the alternative, NuVox may certify to AT&T that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

13.5.1 For all other NuVox employees requiring access to a Premises pursuant to this Attachment, NuVox shall furnish AT&T, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.

13.6 At AT&T's request, NuVox shall promptly remove from AT&T's Premises any employee of NuVox that AT&T does not wish to grant access to its AT&T Premises pursuant to any investigation conducted by AT&T or prior to the initiation of an investigation if an employee of NuVox is found interfering with the property or personnel of AT&T or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of AT&T or another collocated telecommunications carrier. Such investigation shall be commenced and completed by AT&T as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.

13.7 Security Violations. Each Party reserves the right to interview the other Party**'s** employees, agents, or suppliers in the event of wrongdoing in or on AT&T's property, or NuVox's Collocation Space, or involving AT&T's, NuVox's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents**,** or suppliers are responsible for the alleged act. Each Party shall bill the other Party

for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from AT&T's Premises, any employee found to have violated the security and safety requirements of this Section.

13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13.11 AT&T will use its best efforts to adequately secure the area which houses NuVox's equipment to prevent unauthorized entry. AT&T will immediately notify NuVox's emergency contact of any actual or attempted security breaches to NuVox's collocation space to the extent AT&T becomes aware of such breaches.

14. Destruction of Collocation Space

14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for NuVox's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for NuVox's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to NuVox, except for improvements not to the property of AT&T, to repair the damage. AT&T shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be

subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of AT&T, which causes shall not be construed as limiting factors, but as exemplary only. NuVox may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that an AT&T Certified Supplier is used and the necessary space preparation has been completed. If NuVox's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NuVox. Where allowed and where practical, NuVox may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, NuVox shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NuVox's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and NuVox's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where NuVox has placed an Adjacent Arrangement pursuant to Section 3.4 above, NuVox shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, AT&T will restore the associated services to the Adjacent Arrangement.

15. Eminent Domain

15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by AT&T of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, AT&T and NuVox shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

16. Nonexclusivity

16.1 NuVox understands that this Attachment is not exclusive and that AT&T may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis**.**

17. Notice of Non-Emergency Work

17.1 AT&T shall provide NuVox with written notice three (3) business days prior to those instances where AT&T or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by NuVox, or that is directly related to circuits that support NuVox equipment. AT&T will inform NuVox by telephone of emergency related activity that AT&T or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by NuVox, or is directly related to circuits that support NuVox equipment. Notification of any emergency related activity shall be made as soon as practicable after AT&T learns that such emergency activity is necessary so that NuVox can take any action required to monitor or protect its service.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. AT&T and NuVox agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. AT&T and NuVox shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. NuVox should contact 1-800-743-6737 for any AT&T MSDS required.

1.3 Practices/Procedures. AT&T may make available additional environmental control procedures for NuVox to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of AT&T for environmental protection. NuVox will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by NuVox when operating in the Premises.

1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the NuVox space with proper notification. AT&T reserves the right to stop any NuVox work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by NuVox are owned by NuVox. NuVox will indemnify AT&T for claims, lawsuits or damages to persons or property caused by these materials. Without prior written AT&T approval, no substantial new safety or environmental hazards can be created by NuVox or different hazardous materials used

by NuVox at Premises. NuVox must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by NuVox to AT&T.

1.7 Coordinated Environmental Plans and Permits. AT&T and NuVox will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, AT&T and NuVox will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, NuVox must comply with all of AT&T's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. AT&T and NuVox shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, NuVox agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. NuVox further agrees to cooperate with AT&T to ensure that NuVox's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps which apply to the specific Environmental function being performed by NuVox, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from NuVox's AT&T Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on AT&T Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with AT&T's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of AT&T employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-AT&T Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the AT&T Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists

which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – AT&T Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - AT&T Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

1.1 During the term of this Agreement, where NuVox is utilizing its own switch, NuVox shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.1.1 Where AT&T provides resold services to NuVox, AT&T will provide NuVox with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. NuVox acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. NuVox may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to NuVox) telephone numbers per rate center if the following conditions are met:

1.1.2 NuVox must: (1) indicate that all of the intermediate numbers currently held by NuVox in each rate center where NuVox will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where NuVox will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by NuVox in the rate center where NuVox is requesting telephone numbers has reached at least 70%. The above information will be provided by NuVox by submitting to AT&T a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where NuVox will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by NuVox to customers by the total number of intermediate numbers held by NuVox in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).

1.1.3 If fulfilling NuVox's request for intermediate numbers results in AT&T having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), AT&T will submit the required numbering request to the national numbering administrator to satisfy NuVox's request for intermediate numbers. AT&T will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the

numbering request is denied by the national administrator) to satisfy NuVox's request for intermediate numbers. In these cases, AT&T is not obligated to fulfill the request by NuVox for intermediate numbers unless, and until, AT&T's request for additional numbering resources is granted.

1.1.4 NuVox agrees to supply supporting information for any numbering request and/or safety valve request that AT&T files pursuant to Section 1.2.2 above.

1.2 NuVox acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, AT&T may request that NuVox cancel all or a portion of its unassigned intermediate numbers. NuVox consent to AT&T's request shall not be unreasonably withheld.

2. LNP

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 End User Line Charge. Where NuVox purchases resold services from AT&T, AT&T shall bill and NuVox shall pay the end user line charge associated with implementing LNP as set forth in AT&T's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the

other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. AT&T and NuVox shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. AT&T and NuVox shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.

2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) forces call queries to the LNP Database in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.

2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.

2.12 AT&T and NuVox will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OSS RATES

3.1 The terms, conditions and rates for OSS are as set forth in the Pricing Schedule.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 Nondiscriminatory Access. AT&T shall provide to NuVox access to its Operations Support Systems (OSS) and the necessary information contained therein in order that NuVox can perform the functions of pre-ordering, ordering, provisioning, maintenance–and repair, and billing in accordance with FCC and Commission rules and orders. as described in Attachment 6A - OSS attached hereto and incorporated by reference. Detailed guidelines for ordering and pre-ordering are set forth in the Local Service Ordering Requirements (LSOR) and the Local Service Pre-Ordering Requirements (LSPOR) on the AT&T CLEC Online website, http://clec.att.com/clec/ and the CLEC Handbook Except where otherwise required by Commission order, where practicable, AT&T will notify NuVox of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate AT&T website thirty (30) calendar days prior to such changes. In addition, AT&T will provide such notices via e-mail for up to ten (10) addresses specified by NuVox. NuVox should contact its Senior Contract Account Manager (SrCAM) to establish this capability.

Regular Working Hours/Overtime. For purposes of this Agreement, AT&T's regular working hours for provisioning are defined in the reference documents provided on the AT&T CLEC Online website.

1.1.1 The above hours represent the hours, either Eastern or Central Time, of the location where the customer is located and the physical work associated with providing service to that customer is being performed.

1.1.2 To the extent NuVox requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or Project Manager to work outside of regular working hours, overtime billing charges pursuant to Section AT&T's Access Tariff for the applicable state shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or Project Manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of NuVox, AT&T will not assess NuVox additional charges beyond the rates and charges specified in this Agreement.

1.3 NuVox and AT&T will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, NuVox and AT&T may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will affect systems within the scope of the Change Management ("CMP") (changes that affect external users of AT&T's OSS interfaces and associated manual processes and documentation) to the extent NuVox elects to address such changes NuVox will use the CMP located at the CLEC Online website to address the specific requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CCM located at the CLEC Online website to determine how to transition the implementation of the ATIS and its associated committees standard or format.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 Interfaces. AT&T shall provide NuVox access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of NuVox to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for NuVox's access and use of AT&T's electronic interfaces are set forth on the CLEC Online website (Universal Requirements Matrix) and Attachment 6A are incorporated herein by reference.

2.2 Intentionally Left Blank

2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the testing of the systems, interfaces, and processes for the OSS functions as defined in AT&T's OSS Interconnection Procedures available on the AT&T CLEC Online website.

2.2.2 Each AT&T interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS Hours of Operation on the CLEC Online website, except as modified through Accessible Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.

2.2.2.1 AT&T will provide a minimum of fifteen (15) calendar days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when

systems experience minimum usage. Downtime for emergency repair (Type 1 System Outage) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in the AT&T CLEC Online website as additional activity by AT&T during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or customer notification and AT&T would employ the same process as AT&T would use for its customers.

2.3 Single Point of Contact/Blanket LOA**.** NuVox will be the single point of contact with AT&T for ordering activity for network elements and other services used by NuVox to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customers. NuVox and AT&T shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of customer authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable FCC and Commission rules and orders.

2.4 Intentionally Left Blank

2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, AT&T will provide electronic access to its OSS and the information contained therein in order that NuVox can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Customer record information includes any and all customer specific information which will be provided as set forth in the CLEC Handbook, which is accessible via the Internet on the CLEC Online website. Access to customer record information will be provided through the CLEC OSS interfaces.

2.5.1 AT&T shall provide electronic access to current and accurate CSR information in accordance with the AT&T LSPOR which is accessible via the Internet on the CLEC Online website. The response interval and average response time will be as required by the applicable state-specific performance measure.

2.5.2 Parsing. AT&T shall provide parsed CSR information as set forth in AT&T's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, which is accessible via the Internet on the CLEC Online website.

2.5.3 AT&T shall provide NuVox with nondiscriminatory access to the loop qualification information that is available to AT&T, so that NuVox can make an independent judgment about whether the loop is capable of supporting the

advanced services equipment that NuVox intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.5.4 Subject to the same exclusions that apply to AT&T's delivery of CSRs, NuVox shall use commercially reasonable efforts to provide to AT&T access to CSRs within forty-eight (48) hours of a valid request, exclusive of Saturdays, Sundays and Holidays.

2.5.5 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.5.5.1 LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.

2.5.5.2 Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper end user authorization, or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting Party will send written notice by email to all notice recipients designated in the General Terms and Conditions to the other Party specifying the alleged noncompliance.

2.5.5.3 Disputes over Alleged Noncompliance. If one Party disputes the other Party's assertion of non-compliance, that Party shall notify the other Party in writing of the basis for its assertion of compliance. If the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within thirty days or provide the other Party with proof sufficient to persuade the other Party that it erred in asserting the non-compliance, the requesting Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. In such instance, the Parties cooperatively shall seek expedited resolution of the dispute. All such information obtained through this process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Section in the General terms and Conditions of this Agreement.

2.6 Service Ordering and Provisioning. AT&T will provide the capability to place orders electronically and/or manually as detailed in Attachment 6A - OSS

2.6.1 Interconnection trunking will be ordered via an ASR and shall be billed in accordance with Attachment 3 and the Pricing Schedule.

2.6.2 NuVox may submit, and AT&T will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the AT&T LSOR located on the CLEC Online website. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to NuVox through AT&T's Accessible Letters which can be accessed at AT&T's CLEC Online website.

2.6.3 Upon receipt of an order for a conversion, from a AT&T customer to a CLEC with either UNE or Resale services, AT&T will: (i) process disconnect and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in the AT&T interval guidelines which is accessible via the Internet at the CLEC Online website, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify NuVox subsequent to the order being completed.

2.6.4 NuVox will specify on each order its Desired Due Date (DDD) for completion of that particular order. AT&T shall assign a due date which shall be the later of the date for the interval specified in the AT&T standard due date website, located in the CLEC Online website, or NuVox's DDD. AT&T shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or NuVox otherwise consents to such early turn-up and order completion. AT&T will make best effort to meet the due date for service requests. AT&T will notify NuVox if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, NuVox shall use the expedite request field on the order. If NuVox requests that an order be expedited, AT&T shall notify NuVox of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (FOC) within the interval required by the applicable state-specific performance measure.

2.6.5 Intentionally Left Blank

2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. When the missed due date is the fault of NuVox or its customer, subsequent order processing fees will apply. When it is a AT&T error, subsequent order processing fees will not apply.

2.6.7 Intentionally Left Blank

2.6.8 Resale Service Orders. Resale service orders will be provisioned as detailed in the CLEC Handbook and order requests will be processed as described in Attachment 6A - OSS.

2.6.8.1 AT&T shall not require a disconnect order from an customer, NuVox, or another CLEC in order to process a NuVox order for a Resale service available under Attachment 1 to this Agreement.

2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. AT&T shall provide to NuVox electronic interfaces and a manual method for transmitting orders and receiving FOCs, Completion Notices, Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. AT&T shall provide NuVox with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the ordering GUI and application-to-application interfaces documentation and AT&T LSOR.

2.6.9.1 AT&T shall provide to NuVox a FOC within time periods as specified by the applicable state-specific performance measure.

2.6.10 Rejections/Errors. AT&T shall reject and return to NuVox any local service request that AT&T cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When a LSR is rejected, AT&T shall, in its reject notification, specifically identify and describe, using specified error codes and descriptive message the reasons for which the LSR was rejected. AT&T will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to NuVox, and to avoid serial requests for LSR correction or clarification. AT&T will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.

2.6.10.1 AT&T will identify errors in accordance with AT&T's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. AT&T will make available such documentation on AT&T's CLEC Online website. AT&T will work cooperatively with NuVox as reasonably necessary to assist NuVox in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.

2.6.11.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.

2.6.11 Due dates cannot be considered confirmed until a complete and accurate Service Request has been entered into AT&T's service request processing systems. A due

date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by AT&T, at NuVox's request, AT&T will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.

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2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, AT&T shall notify NuVox in accordance with the pending facilities procedures set forth in Section 2.6.14 below.

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2.6.13 Pending Facility Situations. AT&T shall provide to NuVox the capability to check status of orders in the system. AT&T will provide a new committed due date, AT&T shall provide NuVox a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs. NuVox may view the new committed date in the system.

2.6.14 Status. AT&T shall provision Resale Services and UNEs as prescribed in NuVox's service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and manually submitted orders shall be provided via the order GUI and application-to-application system and email as applicable.

2.6.15 Lack of Facilities Notice. AT&T shall provide notice of a lack of facilities availability in accordance with the applicable state-specific performance measurement.

2.6.16 Orders placed in hold or pending status by NuVox will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, NuVox shall be required to submit a new service request. Incorrect or invalid requests returned to NuVox for correction or clarification will be held for thirty (30) calendar days. If NuVox does not return a corrected request within thirty (30) calendar days, AT&T will cancel the request.

2.6.17 Testing. AT&T shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that AT&T would perform for the turnup of its own service. Upon request, AT&T shall provide NuVox with the results from all tests when available.

2.6.18 AT&T will offer cooperative testing, during maintenance, if requested by NuVox. At NuVox's request via a service order using a USOC, AT&T will dispatch a technician to end user's premises so that NuVox can perform its own tests while the AT&T technician provides an open and short on the loop at the premises. In situations where a requested test is not normally performed by AT&T to provision a circuit, Acceptance Testing charges will apply in accordance with AT&T's FCC Tariff 2. In situations where a requested test is not normally performed by AT&T to address a trouble ticket on a circuit, Additional Cooperative Testing charges will apply in accordance with AT&T's FCC Tariff 2.

2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.

2.6.20 For maintenance issues, AT&T will perform testing with the issuance of a trouble report identifying a possible trouble condition in AT&T's network. AT&T will perform intrusive testing during the periods authorized by NuVox on the trouble report. Where feasible, AT&T shall perform electronic loop tests at NuVox's request. AT&T shall provide NuVox with the results from all tests when available. In situations where a requested test is not normally performed by AT&T to provision a circuit, Acceptance Testing charges will apply. If the trouble is found in AT&T's network through the performance of the Acceptance Testing testing no Acceptance Testing charges will be charged.

2.6.21 Tag and Locate. AT&T must properly and physically tag and locate all circuits, if ordered by NuVox, regardless of provisioning method employed by AT&T. In cases where AT&T would not otherwise dispatch to provision a circuit, and NuVox requests Tagging, NuVox will incur the Loop Tagging charges set forth in the Pricing Schedule.

2.6.22 Suspend/Restore Orders. Upon NuVox's request through a Suspend/Restore Order, AT&T shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.

2.6.23 Unless otherwise ordered by NuVox, when NuVox orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. NuVox shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once AT&T's systems determine that the service order is completed, AT&T shall submit to NuVox, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG

business rules and ATIS models, as adopted by the CMP. Completion information for local service requests submitted both manually and electronically is available via AT&T's web-based LEX, a uniform ordering GUI interface.

2.6.25 Subject to the same exclusions that apply to AT&T's delivery of a FOC,NuVox shall use commercially reasonable efforts to return a FOC to AT&T, for purposes of porting a number for noncomplex orders, within forty-eight (48) hours exclusive of Saturdays, Sundays and Holidays, after NuVox's receipt from AT&T of a valid LSR**.**

2.6.26 Subject to the same exclusions that apply to AT&T's delivery of a Reject Response, NuVox shall use commercially reasonable efforts to provide a Reject Response to AT&T, for noncomplex orders, within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, after AT&T's submission of an LSR which is incomplete or incorrectly formatted.

2.7 Maintenance and Repair. NuVox may report and monitor service troubles and obtain repair services from AT&T via electronic interfaces. AT&T provides several options for electronic trouble reporting and monitoring, via application-to-application electronic interfaces. In addition, AT&T offers an industry standard, machine-to-machine Electronic Bonding Trouble Administration (EBTA) Gateway interface. For designed services, AT&T provides nondiscriminatory trouble reporting via the EBTA Gateway. AT&T provides NuVox an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T service technicians provide to NuVox and its customers repair service that is nondiscriminatory in relation to that provided to AT&T and its customers and shall receive response time priority that is at least equal to that of AT&T and its similarly situated customers. AT&T will employ the Telecommunications Service Priority (TSP) System in its restoration of National Security and Emergency Preparedness (NS/EP) telecommunications services.

2.7.1 AT&T and NuVox agree to adhere to the AT&T's CLEC Handbook located at AT&T CLEC Online website. For services provided through resale, AT&T agrees to provide NuVox with scheduled maintenance for residence and small business customers consistent with the CLEC Handbook. AT&T agrees to provide NuVox notification of Central Office conversions consistent with the CLEC Handbook.

2.7.2 Maintenance charges for premises visits by AT&T technicians shall be billed by NuVox to its customer, and not by AT&T. The AT&T technician shall: (i) contact NuVox for authorization; (ii) provide an estimate of time and materials required to NuVox; and (iii) notify NuVox if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, AT&T shall call NuVox to schedule another premises visit. Wherever possible,

AT&T will schedule appointments while a technician is at the premises with the customer on the line so that NuVox can schedule a new appointment with AT&T and customer at the same time.

2.7.2.1 AT&T will bill maintenance charges for premises visits to NuVox in accordance with the provisions of this Attachment and the Pricing Schedule.

2.7.3 When maintenance charges are incurred during premises visits, the AT&T technician shall present the customer with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, AT&T shall make an additional appointment with NuVox's customer.

2.7.4 AT&T shall provide NuVox with access to a user interface which is functionally equivalent to the interface used by AT&T's retail maintenance and repair centers for processing trouble reports. Such functionality shall be that described in the corresponding documentation located on the AT&T CLEC Online website.

2.7.5 AT&T supports the application-to-application maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement ("JIA") with AT&T, NuVox shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the AT&T CLEC Online website.

2.7.5.1 In addition to systems and interfaces currently available, AT&T may provide NuVox access to other maintenance and repair interfaces (as the result of the CMP or other stimuli). Such interfaces shall not replace current interfaces prior to being addressed through CCP.

2.7.6 AT&T shall make every reasonable effort to notify NuVox upon completion of a trouble report. AT&T will close out trouble reports in accordance with any applicable state-specific performance measurement..

2.7.7 NuVox may enter a trouble report with AT&T when a central office feature or function is not performing. If NuVox's circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, NuVox can submit a central office features trouble report if the circuit/telephone number has switch translations on it.

2.7.8 AT&T shall advise NuVox of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. AT&T shall notify NuVox of switch failures pursuant to the Disaster Recovery Plan in Attachment 10 of this Agreement if applicable. NuVox will also be notified of FCC reportable events after having subscribed to the CLEC email list

server in accordance with the CLEC Handbook. AT&T agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

2.7.9 AT&T will call the NuVox maintenance and repair center with notification in the event that a AT&T maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames AT&T provides such notice to itself, its own customers, its affiliates and to any other CLEC. If a scheduled repair visit is missed, NuVox may escalate to AT&T for expedited repair and a revised estimated completion time.

2.7.9.1 Repair appointments missed due to AT&T's fault are subject to the state-specific performance measures.

2.7.10 Chronic Problems. Chronic repair problems will receive specialized handling by AT&T's Customer Wholesale Interconnection Network Services ("CWINS") Maintenance Center Chronic Group personnel. AT&T performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) calendar day period, obscure or intermitten conditions or upon reasonable request by NuVox. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.

- The Chronic Group will then perform a detailed analysis of the chronic maintenance report utilizing the region-specific methods and procedures as set forth in the CLEC Handbook**[**

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2.7.10.3 NuVox can access circuit layout and design information regarding a loop and through the Design Layout Report. Such information shall include, but not be limited to, loop length, gauge of wire used, location of bridge taps, and indication of 4-wire or 2-wire loops. To the extent AT&T's installation and repair personnel have such records or information, AT&T will inform NuVox of tip/ring reversal, recent engineering changes and loop loss measurements regarding the loop**.**

2.8 Change Management. The CMP is described in the CLEC Handbook and Attachment 6A – OSS.

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2.9 Electronic Interfaces. Electronic interfaces are described in CLEC Handbook and Attachment 6A – OSS.

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2.9.1.1 Intentionally Left Blank

3. MISCELLANEOUS

3.1 Customer Migration. Neither AT&T nor NuVox shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2 Use of Facilities. When a customer of NuVox elects to discontinue service and to transfer such service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to NuVox by AT&T. In addition, where AT&T provides local switching, AT&T may disconnect and reuse facilities when the facility is in a denied state (*i.e.,* service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and AT&T has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. AT&T will notify NuVox that such a request has been processed after the disconnect order has been completed. Such notification will be provided to NuVox via a line loss notification.

3.3 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. AT&T shall provide the contact number through AT&T's CLEC Online website**.** NuVox shall provide a contact number that is separate and distinct from that provide to NuVox's customers. In addition, AT&T shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available Monday through Friday, from 7:00 a.m. until 5:00 p.m. Central Time. During off hours, outage and other problems are covered by an on-call pager that is automatically activated by calling the contact phone number and leaving a message.

3.4 Subscription Functions. In cases where AT&T performs subscription functions for an interexchange carrier (IXC) (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), or similarly situated processes, AT&T will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.5 Service Arrangement Reconfiguration. AT&T shall reconfigure (company initiated activity (CIA) or central office conversion) the NuVox service arrangements of NuVox's customer for Resale services, customer or custom UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq*. as well as the procedures described in the CLEC Handbook provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow AT&T to change the type of service ordered by NuVox (i.e. Resale, UNE or Combination) to another type of service as a result of such reconfiguration.

3.6 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that AT&T currently provides such a message for its own customers. The intercept message shall be similar in format to the intercept referral message currently provided by AT&T for its own customers.

3.7 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with customers of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's customers.

3.7.1 Any written "leave behind" materials that AT&T technicians provide to NuVox customers shall be non-branded materials that do not identify the work being performed as being by AT&T. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.

3.8 Escalation Procedures and Contacts. AT&T's escalation practices and the escalation contact number list is contained in the CLEC Handbook.

3.9 Disputes Between NuVox and NuVox's Customers. In general, AT&T will not become involved in disputes between NuVox and NuVox's customers. If a dispute does arise that cannot be settled without the involvement of AT&T, NuVox shall contact the designated Service Center for assistance in the dispute resolution. AT&T will make reasonable efforts to assist NuVox in as timely a manner as possible. AT&T's involvement will be limited to interfacing with NuVox's employees who are involved in the dispute resolution.

3.10 AT&T shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. NuVox must contact the appropriate AT&T work center to record NuVox's issue/dispute and to work with the personnel within the center to reach final resolution. Should NuVox determine that escalation is required to reach resolution, NuVox should invoke the process appropriate for that work center as spelled out in the CLEC Handbook located at AT&T CLEC Online.

3.11 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.

3.12 Project Management. Provisioning done pursuant to project management as specified in the CLEC Handbook and Attachment 6A -- OSS.

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3.14 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.

3.15 Continued Support of Elements or Services No Longer Offered. AT&T shall continue to support and facilitate the use of elements and services purchased by NuVox during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

3.16 Annoyance Call Center. Where AT&T provides switching, AT&T will process calls made to its Annoyance Call Bureau and will advise NuVox when it is determined that annoyance calls are originated from one of their customer's locations. It is the responsibility of NuVox to take the corrective action necessary up to and including the disconnection of service to its customers who make annoying calls. AT&T shall provide the same level of Annoyance Call Bureau service to NuVox's customers as AT&T provides to its own customers.

ATTACHMENT 06A - OPERATIONS SUPPORT SYSTEMS – (OSS)

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 2 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement (ICA Service(s)).

1.2 Should AT&T no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

3.1 AT&T's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.

3.2 AT&T will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 AT&T will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T in its reasonable discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

3.4 AT&T's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.

3.5 CLEC shall use commercially reasonable efforts to advise AT&T no less than seven (7) Business Days in advance of any anticipated ordering volumes significantly above CLEC's normal average daily volumes.

3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T's OSS interfaces. All hardware and software requirements for the applicable AT&T Regional OSS are specified on AT&T's CLEC Online website.

3.7 CLEC must access the AT&T OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

3.8 Prior to initial use of AT&T's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.

3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T's electronic interfaces.

3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.

3.11 AT&T shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T shall make manual processes available.

3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T's electronic interfaces, AT&T's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.

3.13 Due to enhancements and on-going development of access to AT&T CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T shall provide proper notice of interface phase-out in accordance with CMP.

3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.

3.15 Proper Use of OSS Interfaces

3.15.1 CLEC shall use AT&T electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T for any and all damages directly caused by such unauthorized entry.

3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI as required by state and federal law, as applicable.

3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T harmless from any loss directly attributable to CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

3.15.3 AT&T shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T upon request and at no charge.

3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to use commercially reasonable efforts to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T's OSS. As such, CLEC agrees to accept and pay all reasonable costs or

expenses, including labor costs, incurred by AT&T directly caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T to CLEC. In addition, CLEC agrees to indemnify and hold AT&T harmless against any claim made by an End User of CLEC or Third Parties against AT&T caused by or related to CLEC's use of any AT&T OSS.

3.15.5 In the event AT&T has good cause to believe that CLEC has used AT&T OSS in a way that conflicts with this Agreement or Applicable Law, AT&T shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T shall have the right to conduct an audit of CLEC's use of the AT&T OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T. If CLEC fails to cooperate in the audit, AT&T reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

4.1.4 Due date information

4.1.5 Customer service information

4.1.6 Loop makeup information

4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

4.3 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 Ordering

5.1 AT&T will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T to provision in accordance with applicable AT&T ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T will use industry Access Service Request (ASR) guidelines, based upon AT&T ordering requirements. AT&T's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T product/service intervals are located on AT&T's CLEC Online website.

5.4 AT&T shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T an FOC per the guidelines located on AT&T's CLEC Online website.

5.5 When an AT&T provided ICA Service is replaced by CLEC's facility-based service using any AT&T provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. CLEC is not responsible for paying ordering charges for other CLECs..

5.6 AT&T shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.0 Provisioning

6.1 AT&T will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, AT&T will assess overtime charges set forth in the Pricing Schedule/AT&T's intrastate Access Services Tariff.

6.3 In the event AT&T must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule or Connecticut Access Service Tariff will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

7.0 Maintenance/Repair

7.1 AT&T will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

7.3 AT&T will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the prior written consent of AT&T.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T network before reporting the trouble to the Maintenance Center. Upon request from AT&T at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.

7.8 CLEC will contact the appropriate AT&T repair centers in accordance with procedures established by AT&T.

7.9 AT&T reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.

7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T ICA Service and no trouble is found in AT&T's network, AT&T will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T in order to confirm the working status. AT&T will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

7.11 In the event AT&T must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.

7.12 CLEC shall pay Time and Material charges when AT&T dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T or in detariffed CPE provided by AT&T, unless covered under a separate maintenance agreement.

7.13 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

7.14 If CLEC issues a trouble report allowing AT&T access to End User's premises and AT&T personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T personnel are dispatched. Subsequently, if AT&T personnel are allowed access to the premises, these charges will still apply for the initial dispatch.

7.15 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of

AT&T performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T performed other than on a normally scheduled workday.

7.15.1 If CLEC requests or approves an AT&T technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

8.0 Billing

8.1 AT&T will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.

8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule.

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&TCLEC Online website.

9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T and available on the AT&T CLEC Online website.

9.3 Joint Security Requirements:

9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.3.3 CLEC will keep current its profiles naming person(s) with authority to establish, reset, or delete User IDs.

9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-

time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.4 Additional Responsibilities of the Parties:

9.4.1 Modem/DSU Maintenance And Use Policy:

9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.

9.4.2 Monitoring:

9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T will work together to resolve problems where the responsibility of either Party is not easily identified.

9.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems,

networks or information. Questions should be referred to CLEC or AT&T, respectively, as the providers of the computer, network or information in question.

9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.6 General Policies:

9.6.1 Each Party's resources are for approved this Agreement's business purposes only.

9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.7 User Identification:

9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.8.2 Passwords must not be stored in script files.

9.8.3 Passwords must be entered by the user.

9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

9.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.

9.9 Access and Session Control:

9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.10 User Authorization:

9.10.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.11 Software and Data Integrity:

9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.12 Monitoring and Audit:

9.12.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

> *"This is a(n) (AT&T or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10.0 Miscellaneous

10.1 To the extent AT&T seeks to recover costs associated with OSS system access and connectivity, AT&T shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.

10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T may, provided that the ICA Services are no longer needed by CLEC to provide services which the End User still expects to receive from CLEC, disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue all CLEC services and to transfer service to another LEC, including AT&T, AT&T shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T to allow Service Bureau Provider to establish access to and use of AT&T's OSS.

11.1.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

11.2 AT&T shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T's control associated with CLEC's Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T's OSS) which could not be avoided by AT&T through the exercise of reasonable diligence or delays or other problems resulting from actions of CLEC's Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 Billing. AT&T will bill through the Carrier Access Billing System (CABS), and/or the applicable resale billing system depending on the particular service(s) provided to NuVox under this Agreement. AT&T will format all bills in Billing Output Specifications (BOS) Standard or /EDI format, depending on the type of service provided. For those services where standards have not yet been developed, AT&T's billing format will change to comply with standards that are finalized by the applicable industry forum.

1.1.1 For any service(s) AT&T receives from NuVox, NuVox shall continue to bill AT&T in the same format and using the same media as it did, and to the extent any services were provided, prior to this Agreement. Any changes to format or media used will be pursuant to the mutual agreement of NuVox and AT&T.

1.1.2 AT&T bills will include sufficient itemization and bill detail to identify the particular elements or services provided. AT&T shall provide NuVox a monthly bill that includes all charges incurred by and credits and/or adjustments due to NuVox for those elements or services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill shall set forth the quantity and description of each such element or service billed to NuVox, including USOCs and similar information, where applicable. All charges billed to NuVox must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of such cross boundary exchanges is set forth in applicable AT&T tariff where the serving state will be indicated.

1.1.3 The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. Subject to Section 32.3 of the General Terms and Conditions of this Agreement, charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:

> Charges incorrectly billed due to erroneous information supplied by the non-billing Party**.**

1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to AT&T.

1.1.5 AT&T will render bills each month for lines on established bill days for each of NuVox's accounts. Where feasible, AT&T shall offer to render bills in electronic format. For any other billing media formats, AT&T will offer to provide them so long as AT&T supports their generation. If NuVox requests multiple billing media or additional copies of the bills, AT&T will provide these at no additional cost. To the extent NuVox supports the medium requested, additional copies of bills will be provided to AT&T upon request from AT&T at an additional cost equal to that which AT&T would impose upon NuVox.

1.1.6 AT&T will bill NuVox in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill NuVox, and NuVox will be responsible for and remit to AT&T, all charges applicable to resold services including but not limited to 911 and E911 charges, customer common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.

1.1.8 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, AT&T will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2 Establishing Accounts. After submitting an AT&T Credit Application and deposit, if required under Section 1.8, and receiving certification as a local exchange carrier from the appropriate regulatory agency, NuVox will provide the appropriate AT&T Advisory Team/Senior Carrier Account Manager the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Company Code (CC) or Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization ("LOA"), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in

this Agreement, NuVox may not order services under a new account established in accordance with this Section 1.2 until thirty (30) calendar days after all information specified in this Section 1.2 is received from NuVox. Notwithstanding the foregoing, this Section shall have no impact on NuVox in a state, if NuVox already has established accounts with AT&T in that state including the overall CC or OCN if NuVox is operating in more than one (1) state.

1.2.1 Upon request from NuVox, AT&T shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of NuVox billing to AT&T. AT&T will provide a LOA to NuVox upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on AT&T, if AT&T already has established accounts with NuVox.

1.2.2 OCN, CC, CIC, ACNA and BAN Changes. Except to the extent otherwise agreed to in a separate agreement between the Parties, if NuVox needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when NuVox has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), NuVox shall bear all costs incurred by AT&T to convert NuVox to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). Such ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of NuVox's customer records and will be handled by the BFR/NBR process.

1.3 Payment Responsibility. Subject to the provisions of Section 1 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its customers.

1.4 Payment Due. Payment for services will be due on or before the next bill date (Payment Due Date) and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.

1.4.1 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon AT&T's receipt of a tax exemption certificate, the total amount billed to NuVox will not include those taxes or fees from which NuVox is exempt. NuVox will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the customer of NuVox.

1.6 Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by AT&T after the payment due date as set forth in Section 1.4 above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment charge shall be due to AT&T. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in the applicable AT&T state tariff. In addition to any applicable late payment charges, NuVox may be charged a fee for all returned checks as set forth in the applicable AT&T state tariff.

1.7 Suspension or Termination of Services. The procedures for suspension or termination of services are as follows:

1.7.1 Except as otherwise provided for in specific provisions of this Agreement that address suspension or termination of services, each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g. making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any violation or noncompliance with this Agreement and/or each Party's tariffs, where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15th) calendar day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of existing services to the other Party if such use is not corrected or ceased by the thirtieth (30th) calendar day following the date of the initial notice. Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations, it shall provide written notice to the issuing Party stating the reasons therefore. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over such allegations and/or the action to be taken. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.

1.7.2 Each Party reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the Due Date, the billing Party may provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, as indicated on the notice in dollars and cents, is not received by the fifteenth (15th) calendar day following the date of the notice. In addition, the billing Party may, at the same time, provide written notice that the billing Party may discontinue the provision of existing services to the other Party if payment of such amounts, as indicated on the notice (in dollars and cents), is not received by the thirtieth (30th) calendar day following the date of the Initial Notice.

1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.

1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's customers will be denied. The billed Party is solely responsible for notifying the customers of the proposed disconnection of the service**.** The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party’s normal application procedures.

1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.

1.8 Deposit Policy. AT&T reserves the right to secure the accounts of new CLECs (entities with no existing relationship with AT&T for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with AT&T for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. NuVox may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to AT&T executed by a company with a credit rating of greater than or equal to 5A1. Upon request, NuVox shall complete an AT&T Credit Application attached hereto as Exhibit A.

1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, AT&T may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if NuVox has filed for bankruptcy protection within

twelve (12) months prior to the Effective Date of this Agreement, AT&T may treat NuVox, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.

1.8.2 The security required by AT&T shall take the form of cash, an Irrevocable Letter of Credit (AT&T Form or substantially similar in substantive parts to the AT&T Form), Surety Bond (AT&T Form or substantially similar in substantive parts to the AT&T Form).

1.8.3 The amount of the security shall not exceed two (2) month's estimated billing for new CLECs or actual billing for existing CLECs. Interest shall accrue per the appropriate AT&T tariff on cash deposits.

1.8.4 Any such security shall in no way release NuVox from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2.

1.8.5 AT&T may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:

1.8.5.1 NuVox must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than 10% of the non-disputed receivable balance is received over thirty (30) calendar days past the Due Date.

1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.8.5.3.1 Free cash flow positive;

1.8.5.3.2 Positive tangible net worth; and

1.8.5.3.3 Debt/tangible net worth rating of 2.5 or better.

1.8.6 Subject to Section 1.8.7 following, in the event NuVox fails to remit to AT&T any deposit requested pursuant to this Section and either agreed to by NuVox or as ordered by the Commission within thirty (30) calendar days of such agreement or order, service to NuVox may be terminated in accordance with the terms of

Section 1.7 and subtending sections of this Attachment, and any security deposits will be applied to NuVox's account(s).

1.8.7 The Parties will work together to determine the need for or amount of a reasonable deposit. If the Parties are unable to agree on a request for additional amounts or a deposit refund,**,** either Party may file a petition for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. During the pendency of such a proceeding, the Commission may, with reasonable discretion, require posting of a bond for 50% of the disputed amount during the pendency of the proceeding.

1.8.8 At any such time as the provision of services to NuVox is terminated pursuant to Section 1.7, the amount of the deposit will be credited against NuVox's account(s) and any credit balance that may remain will be refunded immediately.

1.8.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of NuVox so warrants and/or gross monthly billing has increased more than 25% beyond the level most recently used to determine the level of security deposit, AT&T reserves the right to request additional security subject to the criteria set forth herein this Section 1.8.

1.8.10 AT&T shall refund, release or return any security, including all accrued interest, if any, within thirty (30) calendar days of its determination that such security is no longer required by the terms of this Section 1.8 or within thirty (30) calendar days of NuVox establishing that it satisfies the standards set forth in Section 1.8.5. NuVox may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. NuVox shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.

1.9 Notices. All bills and notices regarding billing matters, including notices relating to security deposits, suspension or termination of services, and rejection of additional orders shall be forwarded to the billing contacts and/or addresses designated by each Party in the establishment of its billing accounts.

1.9.1 Upon request of NuVox, AT&T's Initial Notice to NuVox that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth (15th) calendar day following the date of the notice will be supplied to NuVox's billing contact and to the individual(s) listed in the Notices provision of the

General Terms and Conditions of this Agreement (such notice sent to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement shall be provided as a stand-alone document and shall not be accompanied by bills that may be generated concurrently with the notice, unless such individual(s) also serves as a billing contact). NuVox shall notify AT&T's billing department of any changes to the Notices contact(s). Notices of security deposits and termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.

1.10 Rates. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable AT&T tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party pursuant to the procedures set forth on CLEC Online.

2.1.1 All Valid Disputes, as defined in Section 2.2 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.

2.1.2 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.

2.1.3 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at an AT&T location, selected by AT&T, to which NuVox agrees to travel at its expense.

2.1.4 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the unresolved

dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party within thirty (30) calendar days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) calendar days.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.6. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3 COOPERATION IN SUPPLYING BILLING INFORMATION

3.1 AT&T shall cooperate with and provide all information reasonably requested by NuVox to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to AT&T and any third party carriers, including AT&T Affiliates.

4. RECORDING

4.1 Responsibilities of the Parties

4.1.1 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.

4.1.2 AT&T will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by AT&T.

4.1.3 AT&T will provide AURs that are generated by AT&T.

4.1.4 Assembly and Editing will be performed on all IXC transported messages recorded by AT&T.

4.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T and provided to CLEC.

4.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.

4.1.7 AT&T will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the CLEC to receive End User billable Records, the CLEC may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.

4.1.8 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T reserves the right to limit the frequency of transmission to existing AT&T processing and work schedules, holidays, etc.

4.1.9 AT&T will determine the number of data files required to provide the AUR detail to CLEC.

4.2.0 Recorded Billable Message detail and/or AUR 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.

4.2.1 When AT&T receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T may forward those messages to CLEC.

4.2.2 AT&T will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.

4.2.3 When CLEC is the Recording Company, the CLEC agrees to provide its recorded Billable Messages detail and AUR detail data to AT&T under the same terms and conditions of this Section.

4.3 Basis of Compensation

4.3.1 AT&T as the Recording Company, agrees to provide recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs ordered/required by the CLEC in accordance with this Section on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.

4.4 Limitation of Liability

4.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

4.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

4.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received

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

4.4.4 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with AT&T.

Attachment 9

Performance Measurements and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms in a proceeding applicable to all CLECs generally, AT&T shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms that have been ordered in a particular state can currently be accessed via the internet at https://clec.att.com/clec/. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to AT&T's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that AT&T failed to comply with or has violated any state or federal law or regulation.

Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

Attachment 11

Bona Fide Request Process

BONA FIDE REQUEST PROCESS

1. BONA FIDE REQUEST

1.1 The Parties agree that NuVox is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when NuVox makes a request of AT&T to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.

1.2 A BFR shall be submitted by NuVox on the BFR Application Form located on CLEC Online and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include NuVox's designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to NuVox's designated AT&T Senior Carrier Accounts Manager.

1.3 Within two (2) business days of receipt of a BFR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from NuVox at any time during the processing of the BFR.

1.4 Within thirty (30) business days of AT&T's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall respond to NuVox by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR**.** The preliminary analysis shall either confirm that AT&T will offer access to the new or modified network element, interconnection option or service option or confirm that AT&T will not offer the new or modified network element, interconnection option or service option.

1.5 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that AT&T will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both

personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted AT&T departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that AT&T will not offer the new or modified network element, interconnection option or service option, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, or is otherwise not required to be provided under the Act. If AT&T cannot provide the network element, interconnection option or service option by the requested date, AT&T shall provide an alternative proposed date together with a detailed explanation as to why AT&T is not able to meet NuVox's requested date.

1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend extraordinary resources to evaluate the BFR, AT&T shall notify NuVox within ten (10) business days of AT&T's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to AT&T's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If NuVox accepts the complex request evaluation fee proposed by AT&T, NuVox shall submit such fee within thirty (30) business days of AT&T's notice that a complex request evaluation fee is required. Within thirty (30) business days of AT&T's receipt of the complex request evaluation fee, AT&T shall respond to NuVox by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

1.7 NuVox may cancel a BFR at any time. If NuVox cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If NuVox cancels the BFR within thirty (30) business days after receipt of AT&T's preliminary analysis, AT&T shall be entitled to keep any complex request evaluation fee submitted in accordance with

Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

1.8 NuVox will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If NuVox fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.

1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis**.**

1.9 Notwithstanding any other provision of this Agreement, AT&T shall propose a firm price quote, including the firm Development Rate**,** the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of NuVox's accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of NuVox's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of NuVox's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

1.10 NuVox shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, AT&T will credit NuVox's account for the difference**.**

1.11 Unless NuVox agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

1.12 If NuVox believes that AT&T's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in

accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, NuVox shall have the option of requesting AT&T to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. AT&T will provide a cost study upon request after the firm quote.

1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

ATTACHMENT 12MWSE - ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and NuVox via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

2.0 Definitions

2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from NuVox and bill to AT&T MIDWEST REGION 5-STATE and messages which originate from AT&T MIDWEST REGION 5-STATE and bill to NuVox. NICS messages must originate and bill within the same AT&T-Owned ILEC across the five (5) individual states which makes up this region.

2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within both AT&T MIDWEST REGION 5-STATE.

2.3 AT&T MIDWEST REGION 5-STATE means the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

3.0 General Provisions

3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE billed by NuVox (when NuVox is using its own End Office Switch),or messages originated by NuVox and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only).

3.2 For example, an alternately billed call originating within AT&T-ILLINOIS territory and billed to NuVox within AT&T-ILLINOIS would be covered by this section; a call originating within AT&T-ILLINOIS but billing outside of AT&T-ILLINOIS would not be covered by NICS.

3.3 NICS does not extend to 900 or 976 calls or to other pay per call services.

3.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and NuVox. NICS settlement will be incorporated into NuVox's monthly invoice.

3.5 This Attachment does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE.

3.6 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).

3.7 The Party billing the End User shall be responsible for all uncollectible amounts.

3.8 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

4.0 Responsibilities of the Parties

4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.

5.0 Limitation of Liability

5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:

5.1.1 Each Party assumes no liability for any LEC's or the other Party's receipt of appropriate revenues due to it from any other entity. Each Party shall not be liable to the other Party for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which a Party may have relied in preparing settlement reports or performing any other act under this Attachment.

5.1.2 Each Party will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of a Party. Any losses or damage for which a Party is held liable under this Attachment will in no event exceed the amount that the Party would have billed the other Party per that Party's existing tariff for the services provided hereunder during the period beginning at the time the Party receives notice of the error, interruption, failure or malfunction, to the time service is restored

5.1.3 Each Party assumes no responsibility with regard to the correctness of the data supplied by the other Party when this data is accessed and used by a Third Party.

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
2	**REAL ESTATE**				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
6	**COMMON SYSTEMS**				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
8	**PLANNING**				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
10	Planning	Per Request	**NRFCD**		$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
15	**POWER PROVISIONING**				
16	**Power Panel:**				
17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	**Power Cable and Infrastructure:**				
20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
27	**Equipment Grounding:**				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
29	**DC POWER AMPERAGE CHARGE**				
30	Per Amp	Per Amp	**C1FWA**	$9.80	
31	**FIBER CABLE PLACEMENT**				
32	**Central Office:**				
33	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
34	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
35	**MISCELLANEOUS & OPTIONAL COST:**				
36	**MISCELLANEOUS COSTS**				
37	Timing Lead	Per Linear Foot	**S8F45**	$0.08	$14.81
38	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
39	Space Availability Report	Per Premise	**NRFCQ**		$168.04
40	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
41	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
42	**CAGE COMMON COSTS**				
43	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
44	**INTERCONNECTION COSTS:**				
45	**ILEC TO CLEC CONNECTION**				
46	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
47	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
48	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
49	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
50	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
51	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
52	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
53	**CLEC TO CLEC CONNECTION**				
54	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
55	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
56	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
57	Route Design		**NRFCX**		$424.88
58	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
59	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
60	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
61	**TIME SENSITIVE ACTIVITIES**				
62	**PRE-VISITS**				
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
64	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
65	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
66	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
67	**CONSTRUCTION VISITS**				
68	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
69	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
70					
71	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
72	**REAL ESTATE**				
73	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
74	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
75	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
76	**COMMON SYSTEMS**				
77	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
78	**PLANNING**				
79	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
80	Planning	Per Request	**NRFCJ**		$4,601.93
81	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
82	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
83	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
84	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
85	**POWER PROVISIONING**				
86	**Power Panel:**				
87	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
88	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
89	**Power Cable and Infrastructure:**				
90	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
94	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
97	**Equipment Grounding:**				
98	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
99	**DC POWER AMPERAGE CHARGE**				
100	Per Amp	Per Amp	**C1FWA**	$9.80	
101	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
102	**FIBER CABLE PLACEMENT**				
103	**Central Office:**				
104	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
105	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
106	**CEV, HUT & Cabinets:**				
107	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
108	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
109	**MISCELLANEOUS & OPTIONAL COST:**				
110	**MISCELLANEOUS COSTS**				
111	Timing Lead	Per Linear Foot	**S8F45**	$0.08	$14.81
112	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
113	Space Availability Report	Per Premise	**NRFCQ**		$168.04
114	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
115	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
116	**CAGELESS / POT BAY OPTIONS**				
117	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
118	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
119	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
120	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
121	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
122	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
123	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
124	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
125	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
126	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
127	**CEV, HUT, CABINET**				
128	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
129	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
130	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
131	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
132	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
133	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
134	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
135	**INTERCONNECTION COSTS:**				
136	**ILEC TO CLEC CONNECTION**				
137	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
138	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
139	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
140	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
141	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
142	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
143	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
144	**CLEC TO CLEC CONNECTION**				
145	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
146	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
147	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
148	Route Design		**NRFCX**		$424.88
149	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
150	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
151	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
152	**PROJECT MANAGEMENT**				
153	**CEV, HUT & CABINET**				
154	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
155	**TIME SENSITIVE ACTIVITIES**				
156	**PRE-VISITS**				
157	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
158	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
159	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
160	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
161	**CONSTRUCTION VISITS**				
162	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
163	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
164					
165	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
166	**REAL ESTATE**				
167	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
168	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
169	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
170	**COMMON SYSTEMS**				
171	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
172	**PLANNING**				
173	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
174	Planning	Per Request	**NRFCJ**		$4,601.93
175	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
176	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
177	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
178	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
179	**POWER PROVISIONING**				
180	**Power Panel:**				
181	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
182	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
183	**Power Cable and Infrastructure:**				
184	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
185	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
186	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
187	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
188	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
189	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
190	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
191	**Equipment Grounding:**				
192	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
193	**DC POWER AMPERAGE CHARGE**				
194	Per Amp	Per Amp	**C1FWA**	$9.80	
195	**FIBER CABLE PLACEMENT**				
196	**Central Office:**				
197	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
198	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
199	**MISCELLANEOUS & OPTIONAL COST:**				
200	**MISCELLANEOUS COSTS**				
201	Timing Lead	Per Linear Foot	**S8F45**	$0.08	$14.81
202	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
203	Space Availability Report	Per Premise	**NRFCQ**		$168.04
204	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
205	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
206	**CAGE COMMON COSTS**				
207	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
208	**INTERCONNECTION COSTS:**				
209	**ILEC TO CLEC CONNECTION**				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
217					
218	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
219	**REAL ESTATE**				
220	Site Conditioning	Per Frame	**S8FX5**		$92.81
221	Safety & Security	Per Frame	**S8FX6**		$195.57
222	Floor Space Usage	Per Frame	**S8F62**	$28.91	

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
223	**COMMON SYSTEMS**				
224	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
225	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
226	**PLANNING**				
227	Planning	Per Request	**NRM99**		$5,555.76
228	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
229	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
230	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
231	**POWER PROVISIONING**				
232	**Power Cable and Infrastructure:**				
233	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
234	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F37**	$0.52	
235	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
236	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F38**	$0.52	
237	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F39**	$0.52	
238	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
239	**Equipment Grounding:**				
240	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
241	**DC POWER AMPERAGE CHARGE**				
242	Per Amp	Per Amp	**C1FWA**	$9.80	
243	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
244	**FIBER CABLE PLACEMENT**				
245	**Central Office:**				
246	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
247	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
248	**CEV, HUT & Cabinets:**				
249	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
250	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
251	**MISCELLANEOUS & OPTIONAL COST:**				
252	**MISCELLANEOUS COSTS**				
253	Timing Lead	Per Linear Foot	**S8FXT**	$0.08	$14.81
254	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
255	**VIRTUAL FRAME OPTIONS**				
256	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
257	**CEV, HUT, CABINET**				
258	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
259	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
260	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
261	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
262	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
263	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
264	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
265	**INTERCONNECTION COSTS:**				
266	**ILEC TO CLEC CONNECTION**				
267	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
268	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
269	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
270	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
271	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
272	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
273	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
274	**VIRTUAL TO VIRTUAL CONNECTION**				
275	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
276	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
277	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
278	Route Design		**NRLWF**		$463.36
279	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
280	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
281	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
282	**PROJECT MANAGEMENT**				
283	**CEV, HUT & CABINET**				
284	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
285	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
286	**CENTRAL OFFICE TYPE**				
287	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
288	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
289	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
290	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
291	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
292	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
293	**CEV, HUT & CABINET**				
294	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
295	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
296	**ADDITIONAL LABOR ELEMENTS**				

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
297	**TRAINING**				
298	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
299	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
300	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
301	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
302	**EQUIPMENT EVALUATION COST**				
303	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
304	**TEST AND ACCEPTANCE**				
305	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
306					
307	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
308	**PLANNING**				
309	Planning - Initial	Per Request	**NRFA1**		$9,268.73
310	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
311	**REAL ESTATE**				
312	Land Rental	Per Square Foot	**S8GEN**	$0.44	
313	**POWER PROVISIONING**				
314	**Power Cable and Infrastructure:**				
315	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
316	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
317	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
318	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
319	**AC Service:**				
320	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
321	AC Usage	Per KWH	**S8GEO**	$0.05	
322	**DC POWER AMPERAGE CHARGE**				
323	Per Amp	Per Amp	**C1FWA**	$9.80	
324	**FIBER CABLE PLACEMENT**				
325	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
326	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
327	**CABLE RACK**				
328	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
329	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
330	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
331	**CONDUIT PLACEMENT**				
332	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
333	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
334	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
335	**INTERCONNECTION COSTS:**				
336	**ILEC TO CLEC CONNECTION**				
337	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$3.86	$156.02
338	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$3.86	$156.02
339	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$295.42	$3,105.79
340	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$6.07	$486.89
341	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$115.30	$1,809.40
342	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$5.69	$116.67
343	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
344					
345	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
346	**PLANNING**				
347	Planning	Per Request	**NRFA3**		$1,254.32
348	**CONDUIT**				
349	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
350	**INTERCONNECTION COSTS:**				
351	**ILEC TO CLEC CONNECTION**				
352	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
353	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
354	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
355	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
356	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
357					
358	**RATES AND CHARGES FOR**				
359	**COMPLETE SPACE DISCONTINUANCE**				
360	Application Fee	Per Request	**NRFX1**		$503.95
361	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10
362	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
363	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
364	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
365	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
366	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
367	Remove Timing Cable	Per Request	**NRFX8**		$9.64
368	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
369	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
370	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
371	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
372	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
373	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
374	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
375	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
376	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
377	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
378					
379	**RATES AND CHARGES FOR**				
380	**SPACE REASSIGNMENT/RESTENCILING**				
381	Application Fee	Per Request	**NRFXK**		$503.95
382	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
383	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
384	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
385	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
386	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
387	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
388	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
389	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
390	Timing Record Book Update	Per element	**NRFXT**		$45.98
391	Interconnection Records Update	Per element	**NRFXU**		$296.61
392	Power Records Update	Per element	**NRFXV**		$355.94
393	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
394					
395	**RATES AND CHARGES FOR**				
396	**POWER REDUCTION (CABLE REMOVAL)**				
397	Application Fee	Per Request	**NRFXX**		$503.95
398	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
399	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
400	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
401					
402	**RATES AND CHARGES FOR**				
403	**POWER REDUCTION (REFUSING ONLY)**				
404	Application Fee	Per Request	**NRFY2**		$503.95
405	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
406	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
407	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
408	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
409	Power Records Update	Per element	**NRFY7**		$355.94
410	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
411	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
412	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
413	Power Records Update	Per element	**NRFYB**		$355.94
414	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
415					
416	**RATES AND CHARGES FOR**				
417	**INTERCONNECTION TERMINATION REDUCTION**				
418	Application Fee	Per Request	**NRFYD**		$503.95
419	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
420	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
421	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
422	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
423	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
424	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
1	*NETWORK ELEMENTS*					
2	Loops					
3	2-Wire Analog -Rural (Access Area C)		U2HXC	$ 14.91	See NRC prices below	
4	2-Wire Analog - Suburban (Access Area B)		U2HXB	$ 12.40	See NRC prices below	
5	2-Wire Analog - Metro (Access Area A)		U2HXA	$ 5.17	See NRC prices below	
6	2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)		U2WXC	$ 12.38	See NRC prices below	
7	2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)		U2WXB	$ 7.84	See NRC prices below	
8	2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)		U2WXA	$ 2.64	See NRC prices below	
9	2-Wire Ground Start, PBX-Rural (Access Area C)		U2JXC	$ 16.71	See NRC prices below	
10	2-Wire Ground Start, PBX-Suburban (Access Area B)		U2JXB	$ 13.13	See NRC prices below	
11	2-Wire Ground Start, PBX-Metro (Access Area A)		U2JXA	$ 4.11	See NRC prices below	
12	2-Wire COPTS Coin-Rural(Access Area C)		U2CXC	$ 16.94	See NRC prices below	
13	2-Wire COPTS Coin-Suburban(Access Area B)		U2CXB	$ 13.28	See NRC prices below	
14	2-Wire COPTS Coin-Metro(Access Area A)		U2CXA	$ 4.11	See NRC prices below	
15	2-Wire EKL--Rural(Access Area C)		U2KXC	$ 21.62	See NRC prices below	
16	2-Wire EKL-Suburban(Access Area B)		U2KXB	$ 16.30	See NRC prices below	
17	2-Wire EKL-Metro(Access Area A)		U2KXA	$ 4.24	See NRC prices below	
18	Conditioning for dB Loss			N/A	See NRC prices below	
19	4-Wire Analog - Rural (Access Area C)		U4XHC	$ 34.97	See NRC prices below	
20	4-Wire Analog - Suburban (Access Area B)		U4HXB	$ 27.25	See NRC prices below	
21	4-Wire Analog - Metro Access Area A)		U4HXA	$ 8.27	See NRC prices below	
22	2-Wire Digital - Rural (Access Area C)		U2QXC	$ 22.24	See NRC prices below	
23	2-Wire Digital - Suburban (Access Area B)		U2QXB	$ 17.76	See NRC prices below	
24	2-Wire Digital - Metro (Access Area A)		U2QXA	$ 5.44	See NRC prices below	
25	DS1 Loop - Rural (Access Area C)		4U1XC	$ 53.82	See NRC prices below	
26	DS1 Loop - Suburban (Access Area B)		4U1XB	$ 40.49	See NRC prices below	
27	DS1 Loop - Metro (Access Area A)		4U1XA	$ 27.72	See NRC prices below	
28	DS3 Loop - Rural (Access Area C)		U4D3C	$ 528.15	See NRC prices below	
29	DS3 Loop - Suburban (Access Area B)		U4D3B	$ 405.76	See NRC prices below	
30	DS3 Loop - Metro (Access Area A)		U4D3A	$ 335.73	See NRC prices below	
31	DSL Capable Loops					
32	2-Wire xDSL Loop					
33		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	$ 17.81	See NRC prices below	
34		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	$ 11.57	See NRC prices below	
35		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	$ 5.09	See NRC prices below	
36						
37		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	$ 17.81	See NRC prices below	
38		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	$ 11.57	See NRC prices below	
39		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	$ 5.09	See NRC prices below	
40						
41		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	$ 17.81	See NRC prices below	
42		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	$ 11.57	See NRC prices below	
43		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	$ 5.09	See NRC prices below	
44						
45		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	$ 17.81	See NRC prices below	
46		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	$ 11.57	See NRC prices below	
47		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	$ 5.09	See NRC prices below	
48						
49		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	$ 17.81	See NRC prices below	
50		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	$ 11.57	See NRC prices below	
51		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	$ 5.09	See NRC prices below	
52						
53		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	$ 17.81	See NRC prices below	
54		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	$ 11.57	See NRC prices below	
55		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	$ 5.09	See NRC prices below	
56	4-Wire xDSL Loop					
57		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	$ 33.59	See NRC prices below	
58		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	$ 20.93	See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	$ 7.93	See NRC prices below	
60	IDSL Capable Loop					
61	IDSL Loop Access Area C - Rural		UY5FC	$ 22.24	See NRC prices below	
62	IDSL Loop Access Area B - Suburban		UY5FB	$ 17.76	See NRC prices below	
63	IDSL Loop Access Area A - Metro		UY5FA	$ 5.44	See NRC prices below	
64						
65	LST					
66		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	$ 237.74	
67	Loop Qualification Process					
68	Loop Qualification Process - Mechanized		NR98U	N/A	$0.00	N/A
69	Loop Qualification Process - Manual per minute		NRBXU	N/A	$0.00	N/A
70						
71	DSL Conditioning Options					
72	DSL Conditioning Options - >12KFT and < 17.5KFT					

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
73	**		Removal of Repeater Options - per element	NRBXV	N/A	$ 21.49	N/A
74	**		Removal Excessive Bridged Tap Option - per element	NRBXW	N/A	$ 14.00	N/A
75	**		Removal of Load Coil - per element	NRBXZ	N/A	$ 14.08	N/A
76		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element					
77	**		Removal of Repeater Options - per element	NRBNL	N/A	$ 21.49	N/A
78	**		Removal Excessive Bridged Tap Option - per element	NRBNK	N/A	$ 14.00	N/A
79	**		Removal of Load Coil - per element	NRBNJ	N/A	$ 14.08	N/A
80							
81	Remove All or NON-Excessive Bridged Tap (RABT) - MMP						
82			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	$ 286.75	N/A
83			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	$ 742.35	N/A
84			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	$ 286.75	N/A
85			Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None	$ 286.75	N/A
86							
87							
88	Loop Non-Recurring Charges						
89		Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) /1/					
90		Service Order - Initial (Connect) /2/		SEPUP	N/A	$ 6.76	N/A
91	*	Service Order - (Disconnect) /2/		NKCG6	N/A	$ 6.36	N/A
92	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/		REAH9	N/A	$ 6.76	N/A
93	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/		NR9UP	N/A	$ 5.78	N/A
94		Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) /1/					
95		Line Connection (Initial) /2/		SEPUC	N/A	$ 49.00	N/A
96		Line Connection (Additional) /2/		1CRG7	N/A	$ 33.92	N/A
97		Line Connection (Disconnect-Initial) /2/		NKCG7	N/A	$ 9.50	N/A
98		Line Connection (Disconnect-Additional) /2/		NKCG5	N/A	$ 7.03	N/A
99	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/			N/A		
100		Service Ordering -(DS1) - Administrative Charge (Connect) /2/		NR90R	N/A	$ 10.64	N/A
101		Service Ordering -(DS1) - Administrative Charge (Disconnect /2/		NR9OT	N/A	$ 8.60	N/A
102		Service Provisioning (DS1) (Connect + Disconnect) /1/					
103			Connection Initial	1CRG1	N/A	$ 200.75	N/A
104			Connection Additional	1CRG2	N/A	$ 100.57	N/A
105			Disconnection Initial	NKCG1	N/A	$ 7.49	N/A
106			Disconnection Additional	NKCG2	N/A	$ 5.83	N/A
107		Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)					
108			Connection Initial	NR9OY	N/A	$ 10.64	N/A
109			Connection Additional	NR9OZ	N/A	$ 8.60	N/A
110		Service Provisioning DS3 (Connect + Disconnect)					
111			Connection Initial	1CRG3	N/A	$ 84.49	N/A
112			Connection Additional	1CRG4	N/A	$ 28.79	N/A
113			Disconnection Initial	NKCG3	N/A	$ 7.68	N/A
114			Disconnection Additional	NKCG4	N/A	$ 6.02	N/A
115							
116	Cross Connects						
117		2-Wire		CXCT2	$ 0.14	N/A	N/A
118		DS1/LT1		CXCDX	$ 0.43	N/A	N/A
119		DS3/LT3		CXC8X	$ 0.76	N/A	N/A
120		DS3 Loop Cross-Connect to Collocation		CXCBX	$ 33.14	N/A	N/A
121							
122		Interoffice Transport:					
123		DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	$ 17.35	N/A	N/A
124			Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	$ 1.88	N/A	N/A
125		DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	$ 146.93	N/A	N/A
126			Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	$ 29.81	N/A	N/A
127			Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	$ 146.93	N/A	N/A
128			Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	$ 29.81	N/A	N/A
129							
130	Multiplexing						
131		DS1 to Voice Grade		QMVXA-XC	$ 275.34	N/A	N/A
132		DS3 to DS1		QM3XA-XC	$ 404.30	N/A	N/A
133							
134	Dedicated Transport Cross Connects						
135		DS1		CXCDX	$ 0.43	N/A	N/A
136		DS3		CXCEX	$ 0.76	N/A	N/A
137							
138	Dedicated Transport Optional Features & Functions						
139	*	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC		$ 443.18	N/A
140							
141	Dedicated Transport Installation & Rearrangement Charges						
142	*	DS1	Administration Charge - Per Order	ORCMX	N/A	$ 406.61	N/A
143	*		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 632.71	N/A
144	*		Carrier Connection Charge - Per Order	NRBBL	N/A	$ 585.51	N/A
145	*	DS3	Administration Charge - Per Order	ORCMX	N/A	$ 308.22	N/A
146	*		Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A	$ 671.16	N/A
147	*		Carrier Connection Charge - Per Order	NRBDT	N/A	$ 377.25	N/A
148							

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
149	Enhanced Extended Loop (EEL) Service Order per LSR					
150	Analog Loop Service Order Charge, per ASR or LSR					
151	Electronic Establish (Connection + Disconnection) /1/					N/A
152		Connection	NKCAR	N/A	$ 10.48	N/A
153		Disconnection /2/	NKCAS	N/A	$ 8.63	N/A
154		Electronic Subsequent	NKCAT		$ 10.04	N/A
155	Manual Establish (Connection + Disconnection) /1/					N/A
156		Connection	NKCAU	N/A	$ 63.12	N/A
157		Disconnection	NKCAV	N/A	$ 42.47	N/A
158		Manual Subsequent	NKCAW	N/A	$ 59.18	N/A
159						
160	2-Wire Digital Loop Service Order Charge					
161	Electronic Establish (Connection + Disconnection) /1/					N/A
162		Connection	NKCAR	N/A	$ 10.48	N/A
163		Disconnection	NKCAS	N/A	$ 8.63	N/A
164		Electronic Subsequent	NKCAT	N/A	$ 10.04	N/A
165	Manual Establish (Connection + Disconnection) /1/					N/A
166		Connection	NKCAU	N/A	$ 63.12	N/A
167		Disconnection	NKCAV	N/A	$ 42.47	N/A
168		Manual Subsequent	NKCAW	N/A	$ 59.18	N/A
169	DS1 Loop Service Order Charge Per LSR or ASR					
170		Electronic Establish (Connection + Disconnection)				
171		Connection	NKCAX	N/A	$ 11.14	
172		Disconnection	NKCAY	N/A	$ 8.63	
173		Electronic Subsequent	NKCAZ	N/A	$ 10.04	
174		Manual Establish (Connection + Disconnection)				
175		Connection	NKCB1	N/A	$ 69.74	
176		Disconnection	NKCB2	N/A	$ 42.47	
177		Manual Subsequent	NKCB3	N/A	$ 59.18	
178	DS1 Transport Service Order Charge Per LSR or ASR					
179		Electronic Establish (Connection + Disconnection)				
180		Connection	PENDING	N/A	$ 11.44	
181		Disconnection	PENDING	N/A	$ 8.63	
182		Manual Establish (Connection + Disconnection)				
183		Connection	PENDING	N/A	$ 72.70	
184		Disconnection	PENDING	N/A	$ 42.47	
185	DS3 Transport Service Order Charge Per LSR or ASR					
186		Electronic Establish (Connection + Disconnection)				
187		Connection	PENDING	N/A	$ 11.44	
188		Disconnection	PENDING	N/A	$ 8.63	
189		Manual Establish (Connection + Disconnection)				
190		Connection	PENDING	N/A	$ 72.70	
191		Disconnection	PENDING	N/A	$ 42.47	
192	Central Office DS1 to Voice Mux Service Order					
193		Electronic Establish (Connection + Disconnection)				
194		Connection	PENDING	N/A	$ 11.44	
195		Disconnection	PENDING	N/A	$ 8.63	
196		Manual Establish (Connection + Disconnection)				
197		Connection	PENDING	N/A	$ 72.70	
198		Disconnection	PENDING	N/A	$ 42.47	
199	Non-Channelized DS1 EEL Service Order					
200		Electronic Establish (Connection + Disconnection)				
201		Connection	NKCB4	N/A	$ 11.14	
202		Disconnection	NKCB5	N/A	$ 8.63	
203		Manual Establish (Connection + Disconnection)				
204		Connection	NKCB6	N/A	$ 69.74	
205		Disconnection	NKCB7	N/A	$ 42.47	
206	Provisioning					
207	2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/					
208		Connection	NKCB8	N/A	$ 49.44	
209		Disconnection	NKCB9	N/A	$ 9.50	
210	2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/					
211		Connection	NKCBA	N/A	$ 33.86	
212		Disconnection	NKCBB	N/A	$ 7.03	
213	4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/					
214		Connection	NKCBC	N/A	$ 49.44	
215		Disconnection	NKCBD	N/A	$ 9.50	
216	4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/					
217		Connection	NKCBE	N/A	$ 33.86	
218		Disconnection	NKCBF	N/A	$ 7.03	
219	2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/					
220		Connection	NKCBG	N/A	$ 65.76	
221		Disconnection	NKCBH	N/A	$ 9.50	
222	2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/					

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
223			Connection	NKCBJ	N/A	$ 30.46	
224			Disconnection	NKCBK	N/A	$ 7.03	
225	4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)						
226			Connection	NKCBL		$ 248.22	
227			Disconnection	NKCBM		$ 11.97	
228	4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)						
229			Connection	NKCBN		$ 135.15	
230			Disconnection	NKCBO		$ 8.25	
231	Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)						
232			Connection	PENDING		$ 66.78	
233			Disconnection	PENDING		$ 7.92	
234	Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)						
235			Connection	PENDING		$ 36.59	
236			Disconnection	PENDING		$ 4.20	
237	DS1 Interoffice UDT - Collocated Initial (Connection + Disconnection)						
238			Connection	PENDING		$ 95.69	
239			Disconnection	PENDING		$ 12.35	
240	DS1 Interoffice UDT - Collocated Additional (Connection + Disconnection)						
241			Connection	PENDING		$ 61.65	
242			Disconnection	PENDING		$ 8.64	
243	4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnnection)						
244			Connection	NKCBT		$ 356.20	
245			Disconnection	NKCBU		$ 17.20	
246	4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)						
247			Connection	NKCBV		$ 146.40	
248			Disconnection	NKCBW		$ 12.13	
249	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)						
250			Connection	PENDING		$ 139.71	
251			Disconnection	PENDING		$ 17.20	
252	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)						
253			Connection	PENDING		$ 48.78	
254			Disconnection	PENDING		$ 12.13	
255	Clear Channel Capability, Initial, Install			NKCC6		$ 70.32	
256	Clear Channel Capability, Additional, Install			PENDING		$ 8.87	
257	Clear Channel Capability, Additional, Disconnect			NKCC7		$ 8.87	
258							
259	Special Access to UNE Conversion						
260	Channalized Facility (DS1 or DS3) Term.to Collo. w Circuits (DS0 or S1) Terminating to EU Prem. With mileage						
261		Channelized Facility from Cage, DS1 , Design and Coordination Charge		NKCC9	N/A	N/A	
262		Channelized Facility from Cage, DS3, Design and Coordination Charge		NKCCA	N/A	N/A	
263	Non Channelized Facility (DS1, DS3, or DSO) Terminating to EU Prem. With Mileage						
264		Non-Channelized Facility from Cage, DSO, Design and Coordination Charge		NKCCB	N/A	N/A	
265		Non-Channelized Facility from Cage, DS1, Design and Coordination Charge		NKCCC	N/A	N/A	
266		Non-Channelized Facility from Cage, DS3, Design and Coordination charge		NKCCD	N/A	N/A	
267	Channelized Facility (DS1 or DS3) Term. To Collo. With Circuits (DSO or DS1) Terminating to Collo						
268		Channelized Facility from POP, DS1, Design and Coordination charge		NKCCE	N/A	N/A	
269		Channelized Facility from POP, DS3, Design and Coordination Charge		NKCCF	N/A	N/A	
270		Channelized Facility from POP, DS0, Design and Coordination Charge		PENDING	N/A		
271	Non Channelized Facility (DS1, DS3, or DSO) Termination to EU Prem. W/O Mileage					N/A	
272		Non-Channelized Facility from POP, DSO, Design and Coordination Charge		PENDING	N/A	N/A	
273		Non-Channelized Facility from OPO, DSO, Design and coordination Charge		NKCCG	N/A	N/A	
274		Non-Channelized Facility from POP, DS1, Design and Coordination Charge		NKCCH	N/A	N/A	
275		Non-Channelized Facility from POP, DS3, Design and Coordination Charge		NKCCJ	N/A	N/A	
276		Private Line to UNE Conversion		PENDING	N/A	$ 25.57	
277		AC2U Project Administrative Activity Per Service Circuit		NKCC8		$ 21.23	
278							
279	Dark Fiber						
280		Dark Fiber Interoffice					
281	*		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 16.24	N/A	N/A
282			Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.0018	N/A	N/A
283			Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 3.43	N/A	N/A
284		Inquiry (Per Request)					
285	*		Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	$ 325.28	N/A
286		FIRM ORDER (Per Fiber Strand)					
287	*		Administrative per Order	NRB51	N/A	$ 28.63	N/A
288	*		Dark Fiber Interofcfice Transport - NRC	NRB54	N/A	$ 612.88	N/A
289							
290		Routine Modifications					
291			Routine Modiifications to Existing Facilities Charge	PENDING	N/A	ICB	N/A
292							
293							
294	LNP						
295	***Local Number Portability			NSR	$0.00	N/A	
296		***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing					
297		effective October 1, 2004.					
298							

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
299	Maintenance of Service		VRP	N/A	$ 71.00	
300						
301	*OTHER*					
302	Directory Assistance					
303						
304	Directory Assistance					
305		Directory Assistance, per call	OPEN	$ 0.40	N/A	
306		National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A	
307		Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65	N/A	
308		Business Category Search (BCS) / where applicable, per call	OPEN	$ 0.65	N/A	
309		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A	
310						
311		OS/DA Automated Call Greeting and Reference / Rates				
312		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	$ 1,800.00	
313		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03	N/A	
314		Branding - Facility Based - Initial/Subsequent Load				
315		- Branding, per trunk group	OPEN	N/A	$ 800.00	
316		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	$ 5,000.00	
317		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	N/A	$ 1,500.00
318						
319	Operator Services					
320		Fully Automated Call Processing, per call	OPEN	$ 0.15	N/A	
321		Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV]				
322		and Busy Line Verification / Interrupt [BLV/I]), per work second	OPEN	$ 0.03	N/A	
323						
324	DA Listing					
325		- per listing for initial load	OPEN	N/A	$ 0.040	N/A
326		- per listing for subsequent updates	OPEN	$ 0.060		N/A
327						
328	Resale					
329		DIRECTORY ASSISTANCE / OPERATOR SERVICES				
330		Local Directory Assistance	RESALE	21.46%	N/A	
331		Local Operator Assistance Services	RESALE	21.46%	N/A	
332						
333		National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A	
334		Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65	N/A	
335		Business Category Search (BCS) / where applicable, per call	OPEN	$ 0.65	N/A	
336		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A	
337						
338		OS/DA Automated Call Greeting and Reference / Rates				
339		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	$ 1,800.00	
340		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03	N/A	
341		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	$ 5,000.00	
342		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	$ 1,500.00	
343						
344	Ancillary Message Billing Compensation (Per Message)		OPEN	$ 0.03	N/A	N/A
345		Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	$ 0.05		
346						
347	Structure Access - Poles & Ducts			Annually		
348		Poles ($/Attachment/yr.)*##				
349		Per Pole Attachment*	OPEN	$ 2.46	N/A	N/A
350		Per Foot of innderduct##	OPEN	$ 0.49	N/A	N/A
351		Application fee	OPEN		$ 200.00	
352		Unauthorized Attachment Fee	OPEN		$500.00 per pole	
353		Unauthoirzed Occupancy6 Fee	OPEN		$50.00 per Conduit Foot	
354		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional				
355		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
356		## Note All pole and conduit license fees are for a period of one yer from January 1 thru December 31,				
357		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
358		New rates will be communicated to CLEC no later than November 1st for the succeeding year				
359						
360	Emergency Number Service Access					
361		911 Selective Router Interconnection				
362		- Digital DS1 Interface		$ 198.11	$ 706.64	
363		-Each DSO installed	USAGE	$0.00	$ 507.00	
364		-Analog Channel Interface	EVG9X	$ 19.99	$ 610.45	
365		ANI/ALI/SR and Database Management				
366		- Per 100 records, rounded up to nearest 100	9S89X	$ 3.53	$ 713.33	
367		Access Routing File (CD-ROM)	USAGE	$ 25.95		
368		911 Selective Router Switch Administration				
369		-Per Selective Router	USAGE	$ 91.49	$ 5,557.82	
370						
371	Bona Fide Request					
372		Deposit				

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
373						$ 2,000.00	
374	INTERCARRIER COMPENSATION						
375		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU		USAGE	$0.0007		
	TRANSIT SERVICE						
		Tandem Switching per MOU		USAGE	$0.004836		
		Tandem Termination per MOU		USAGE	$0.000189		
384		Tandem Facilitiy per MOU		USAGE	$0.000093		
385		/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/				
386		/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.				
387		*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No.				
388			01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent				
389	***RESALE***						
390		See ILL.C.C. No. 20 Tariff Part 22					
391	Line Connection Charge						
392		Residence		See ILL.C.C. No. 20 Tariff Part 22			
393		Business		See ILL.C.C. No. 20 Tariff Part 22			
394	Service Order/Service Request Charge						
395		Residence		See ILL.C.C. No. 20 Tariff Part 22			
396		Business		See ILL.C.C. No. 20 Tariff Part 22			
397	Non-Electronic (Manual) Service Order Charge						
398		Residence		See ILL.C.C. No. 20 Tariff Part 22			
399		Business		See ILL.C.C. No. 20 Tariff Part 22			
400							

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
1	***NETWORK ELEMENTS***						
2	**SUB-LOOPS**						
3		**ECS to SAI sub-loop**					
4			2-Wire Analog - area A	PENDING	$ 0.99	See NRC prices below	
5			2-Wire Analog - area B	PENDING	$ 1.64	See NRC prices below	
6			2-Wire Analog - area C	PENDING	$ 1.70	See NRC prices below	
7			4-Wire Analog - area A	PENDING	$ 2.00	See NRC prices below	
8			4-Wire Analog - area B	PENDING	$ 3.34	See NRC prices below	
9			4-Wire Analog - area C	PENDING	$ 3.35	See NRC prices below	
10			2-Wire DSL - area A	PENDING	$ 0.99	See NRC prices below	
11			2-Wire DSL - area B	PENDING	$ 1.64	See NRC prices below	
12			2-Wire DSL - area C	PENDING	$ 1.70	See NRC prices below	
13			4-Wire DSL - area A	PENDING	$ 2.00	See NRC prices below	
14			4-Wire DSL - area B	PENDING	$ 3.34	See NRC prices below	
15			4-Wire DSL - area C	PENDING	$ 3.35	See NRC prices below	
16		**ECS to Terminal sub-loop**					
17			2-Wire Analog - area A	PENDING	$ 0.98	See NRC prices below	
18			2-Wire Analog - area B	PENDING	$ 5.93	See NRC prices below	
19			2-Wire Analog - area C	PENDING	$ 10.38	See NRC prices below	
20			4-Wire Analog - area A	PENDING	$ 2.03	See NRC prices below	
21			4-Wire Analog - area B	PENDING	$ 11.88	See NRC prices below	
22			4-Wire Analog - area C	PENDING	$ 20.70	See NRC prices below	
23			2-Wire DSL - area A	PENDING	$ 0.98	See NRC prices below	
24			2-Wire DSL - area B	PENDING	$ 5.93	See NRC prices below	
25			2-Wire DSL - area C	PENDING	$ 10.38	See NRC prices below	
26			4-Wire DSL - area A	PENDING	$ 2.03	See NRC prices below	
27			4-Wire DSL - area B	PENDING	$ 11.88	See NRC prices below	
28			4-Wire DSL - area C	PENDING	$ 20.70	See NRC prices below	
29		**ECS to NID sub-loop**					
30			2-Wire Analog - area A	PENDING	$ 2.14	See NRC prices below	
31			2-Wire Analog - area B	PENDING	$ 7.36	See NRC prices below	
32			2-Wire Analog - area C	PENDING	$ 11.84	See NRC prices below	
33			4-Wire Analog - area A	PENDING	$ 4.36	See NRC prices below	
34			4-Wire Analog - area B	PENDING	$ 14.74	See NRC prices below	
35			4-Wire Analog - area C	PENDING	$ 23.64	See NRC prices below	
36			2-Wire DSL - area A	PENDING	$ 2.14	See NRC prices below	
37			2-Wire DSL - area B	PENDING	$ 7.36	See NRC prices below	
38			2-Wire DSL - area C	PENDING	$ 11.84	See NRC prices below	
39			4-Wire DSL - area A	PENDING	$ 4.36	See NRC prices below	
40			4-Wire DSL - area B	PENDING	$ 14.74	See NRC prices below	
41			4-Wire DSL - area C	PENDING	$ 23.64	See NRC prices below	
42		**SAI to Terminal sub-loop**					
43	*		2-Wire Analog - area A	PENDING	$ 1.28	See NRC prices below	
44	*		2-Wire Analog - area B	PENDING	$ 3.50	See NRC prices below	
45	*		2-Wire Analog - area C	PENDING	$ 5.65	See NRC prices below	
46	*		4-Wire Analog - area A	PENDING	$ 1.43	See NRC prices below	
47	*		4-Wire Analog - area B	PENDING	$ 5.90	See NRC prices below	
48	*		4-Wire Analog - area C	PENDING	$ 9.34	See NRC prices below	
49	*		2-Wire DSL - area A	PENDING	$ 1.14	See NRC prices below	
50	*		2-Wire DSL - area B	PENDING	$ 3.12	See NRC prices below	
51	*		2-Wire DSL - area C	PENDING	$ 5.65	See NRC prices below	
52	*		4-Wire DSL - area A	PENDING	$ 1.43	See NRC prices below	
53	*		4-Wire DSL - area B	PENDING	$ 5.90	See NRC prices below	
54	*		4-Wire DSL - area C	PENDING	$ 9.34	See NRC prices below	
55		**SAI to NID sub-loop**					
56	*		2-Wire Analog - area A	PENDING	$ 1.67	See NRC prices below	
57	*		2-Wire Analog - area B	PENDING	$ 4.67	See NRC prices below	
58	*		2-Wire Analog - area C	PENDING	$ 7.66	See NRC prices below	
59	*		4-Wire Analog - area A	PENDING	$ 2.14	See NRC prices below	
60	*		4-Wire Analog - area B	PENDING	$ 8.81	See NRC prices below	
61	*		4-Wire Analog - area C	PENDING	$ 13.94	See NRC prices below	
62	*		2-Wire DSL - area A	PENDING	$ 1.38	See NRC prices below	
63	*		2-Wire DSL - area B	PENDING	$ 3.61	See NRC prices below	
64	*		2-Wire DSL - area C	PENDING	$ 7.66	See NRC prices below	
65	*		4-Wire DSL - area A	PENDING	$ 2.14	See NRC prices below	
66	*		4-Wire DSL - area B	PENDING	$ 8.63	See NRC prices below	
67	*		4-Wire DSL - area C	PENDING	$ 13.94	See NRC prices below	
68		**Terminal to NID sub-loop**					
69	*		2-Wire Analog - area A	PENDING	$ 0.42	See NRC prices below	

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
70	*		2-Wire Analog - area B	PENDING	$ 1.01	See NRC prices below	
71	*		2-Wire Analog - area C	PENDING	$ 1.10	See NRC prices below	
72	*		4-Wire Analog - area A	PENDING	$ 0.62	See NRC prices below	
73	*		4-Wire Analog - area B	PENDING	$ 2.21	See NRC prices below	
74	*		4-Wire Analog - area C	PENDING	$ 2.42	See NRC prices below	
75	*		2-Wire DSL - area A	PENDING	$ 0.35	See NRC prices below	
76	*		2-Wire DSL - area B	PENDING	$ 0.78	See NRC prices below	
77	*		2-Wire DSL - area C	PENDING	$ 0.97	See NRC prices below	
78	*		4-Wire DSL - area A	PENDING	$ 0.56	See NRC prices below	
79	*		4-Wire DSL - area B	PENDING	$ 1.89	See NRC prices below	
80	*		4-Wire DSL - area C	PENDING	$ 2.24	See NRC prices below	
81		**NID sub-loop element**					
82			2-Wire Analog - area A	PENDING	$ 0.19	See NRC prices below	
83			2-Wire Analog - area B	PENDING	$ 0.24	See NRC prices below	
84			2-Wire Analog - area C	PENDING	$ 0.20	See NRC prices below	
85			4-Wire Analog - area A	PENDING	$ 0.42	See NRC prices below	
86			4-Wire Analog - area B	PENDING	$ 0.50	See NRC prices below	
87			4-Wire Analog - area C	PENDING	$ 0.42	See NRC prices below	
88			2-Wire DSL - area A	PENDING	$ 0.19	See NRC prices below	
89			2-Wire DSL - area B	PENDING	$ 0.24	See NRC prices below	
90			2-Wire DSL - area C	PENDING	$ 0.20	See NRC prices below	
91			4-Wire DSL - area A	PENDING	$ 0.42	See NRC prices below	
92			4-Wire DSL - area B	PENDING	$ 0.50	See NRC prices below	
93			4-Wire DSL - area C	PENDING	$ 0.42	See NRC prices below	
94			2-Wire ISDN Compatible - area A	PENDING	$ 0.19	See NRC prices below	
95			2-Wire ISDN Compatible - area B	PENDING	$ 0.24	See NRC prices below	
96			2-Wire ISDN Compatible - area C	PENDING	$ 0.20	See NRC prices below	
97			4-Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below	
98			4-Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below	
99			4-Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below	
100							
101	**Sub-Loop Non-Recurring Charges**						
102	*		2-Wire Analog Sub-Loop	PENDING		$ 220.28	
103	*		4-Wire Analog Sub-Loop	PENDING		$ 239.27	
104	*		2-Wire xDSL Digital Sub-Loop	PENDING		$ 220.28	
105	*		4-Wire xDSL Digital Sub-Loop	PENDING		$ 279.25	
106	*		2-Wire ISDN Digital Sub-Loop	PENDING		$ 305.92	
107			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING		$ 513.73	
108							
109		**Service Order Charge**					
110	*		Establish, per occasion	PENDING		$ 13.17	
111	*		Add or change, per occasion	PENDING		$ 13.17	
112		**Line Connection Charge**					
113	*		per occasion	PENDING		$ 25.08	
114		**LST**					
115			Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	$ 221.31	
116							
117		**	These rates as to xDSL subloops only are interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin the later of February 6, 2003, the date of the Order, or the effective date of these interim rates as to a CLEC for any loop conditioning addressed above that a CLEC orders on an xDSL subloop at the rates set forth herein. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, AT&T Illinois shall perform the appropriate true-up calculation and issue adjustments, to the extent applicable. The backbilling limitations applicable to amounts billed under this Agreement will not apply. These loop conditioning rates are not interim or subject to true-up as to stand-along xDSL loops, but rather, constitute the non-interim loop conditioning rates previously established by the ICC for stand-alone, copper xDSL loops.				