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Area Manager – Regulatory Relations

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September 6, 2016

Ms. Elizabeth Rolando, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62794-9280

Ms. Rolando:

Pursuant to Code Part 763.1120(a), AT&T Illinois hereby makes electronic submission of the Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois d/b/a AT&T Wholesale and Call One Inc. d/b/a Call One d/b/a Travel Professionals.

If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AGREEMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI AND A&T&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

CALL ONE INC.

Signature: eSigned - Alan Burkhard

Name: eSigned - Alan Burkhard
(Print or Type)

Title: President
(Print or Type)

Date: 25 Aug 2016

Call One Inc.

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: Executive Director-Regulatory
(Print or Type)

Date: 25 Aug 2016

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T MISSOURI and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN
CALIFORNIA	7834
ILLINOIS	7834
INDIANA	7834
MICHIGAN	7834
MISSOURI	7834
OHIO	7834
TEXAS	7834
WISCONSIN	7834

Description	ACNA Code(s)
ACNA(s)	UCS, UCY

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

This Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Agreement"), is by and between one or more of the AT&T Inc. owned ILECs: BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Michigan Bell Telephone Company d/b/a AT&T MICHIGAN; Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T OHIO; Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA; Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, and AT&T TEXAS; and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc. owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Call One Inc. ("CLEC") (an Illinois corporation), shall apply to the State(s) of California, Illinois, Indiana, Michigan, Ohio, Wisconsin, Missouri, and Texas.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the purchase by CLEC of certain AT&T-21STATE retail Telecommunications Services and certain other services for resale by CLEC to its local exchange End User(s) within California, Illinois, Indiana, Michigan, Ohio, Wisconsin, Missouri, and Texas;

WHEREAS, for purposes of this Agreement, CLEC intends to operate where AT&T-21STATE is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the purchasing of Resale Services, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in AT&T-21STATE service areas by the appropriate State Commission(s).

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Attachments and Appendices, which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement. When used to determine a conflict among the General Terms and Conditions and any Attachments and Appendices, the term "Agreement" means Articles 1 through 34 of these General Terms and Conditions.

1. Definitions

Capitalized Terms used in this Agreement shall have the respective meanings specified below and/or as defined elsewhere in this Agreement.

1.1 General Definitions

1.1.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service

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

1.1.3 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified through 47 U.S.C.

1.1.4 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement, including without limitation the rules and orders of the FCC and the Commission.

1.1.5 **"As Defined in the Act"** means as specifically defined by the Act.

1.1.6 "As Described in the Act" means as described in or required by the Act.

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

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

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

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

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

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

1.1.13 "AT&T INDIANA" means the AT&T owned ILEC doing business in Indiana.

1.1.14 "AT&T MICHIGAN" means the AT&T owned ILEC doing business in Michigan.

1.1.15 "AT&T MIDWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.1.16 "AT&T MISSOURI" means the AT&T owned ILEC doing business in Missouri.

1.1.17 "AT&T OHIO" means the AT&T owned ILEC doing business in Ohio.

1.1.18 "AT&T TEXAS" means the AT&T owned ILEC doing business in Texas.

1.1.19 "AT&T WISCONSIN" means the AT&T owned ILEC doing business in Wisconsin.

1.1.20 "Audited Party" means the Party being audited by the Auditing Party.

1.1.21 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.

1.1.22 "Business Day" means Monday through Friday, excluding holidays on which AT&T-21STATE does not provision new retail services and products.

1.1.23 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-21STATE.

1.1.24 "Claim" means any pending or threatened claim, action, proceeding or suit.

1.1.25 "Commission" means the applicable State agency with regulatory authority over Telecommunications.

1.1.26 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.27 "Customer Usage Data" means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-21STATE and forwarded to CLEC.

1.1.28 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.28.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete service orders;

1.1.28.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.1.28.3 any Force Majeure Event.

1.1.29 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.1.30 "Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.

1.1.31 "Disputing Party" means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

1.1.32 "End User" means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.1.33 "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 Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

1.1.34 "FCC" means the Federal Communications disputed.

1.1.35 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.36 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.1.37 "ICB" means an Individual Case Basis written contract between AT&T-21STATE and an End User under which AT&T-21STATE provides any Telecommunications Service or Telecommunications Services that is/are required to be resold under Applicable Law to such End User at a rate and/or on terms and conditions that differ from an AT&T-21STATE retail tariff, including Telecommunications Services that are required to be resold under Applicable Law that are not offered under any AT&T-21STATE retail tariff.

1.1.38 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.1.39 "Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-21STATE naming the AT&T owned ILEC(s) designated by AT&T-21STATE as the beneficiary(ies) thereof and otherwise on the AT&T-21STATE Letter of Credit form.

1.1.40 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.41 "Party" means either CLEC or AT&T-21STATE. "Parties" means both CLEC and AT&T-21STATE.

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

1.1.43 **"Resale Notification"** means any notifications, accessible letters or advices distributed by AT&T-21STATE regarding any Telecommunications Service or promotional offerings that AT&T-21STATE is required to make available to CLEC for resale As Described in the Act, and as required by Applicable Law.

1.1.44 **"Resale Services"** means any Telecommunications Service AT&T-21STATE provides at retail to subscribers that are not telecommunications carriers As Described in the Act that is required to be resold under Applicable Law. As used in this Agreement, Resale Services specifically include but are not limited to those Telecommunications Services that are available under a Resale Tariff, Resale Notification and any ICB required to be resold under Applicable Law.

1.1.45 **"Resale Tariff"** means the state-specific tariff then in effect that governs AT&T-21STATE's resale of tariffed Resale Services.

1.1.46 **"Surety Bond"** means a bond from a Bond company with a credit rating by AMBEST better than a "B". The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.

1.1.47 "**Telecommunications**" is as defined in the Act.

1.1.48 "**Telecommunications Service**" is as defined in the Act.

1.1.49 **"Third Party"** means any Person other than a Party.

2. Interpretation, Construction and Severability

2.1 Definitions and Headings

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

2.1.2 The headings and numbering of sections, parts appendices, and attachments to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.1.3 This Agreement incorporates a number of appendices or attachments that, together with their associated attachments, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the appendices or attachments have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix or attachment may otherwise have.

2.2 Tariff References

2.2.1 Wherever any tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.2.2 AT&T-21STATE reserves the right to withdraw its tariffs in accordance with Applicable Law.

2.2.3 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-21STATE

services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-21STATE provides such services as a result of detariffing or deregulation such as the state Guidebook.

2.3 Joint Work Product

2.3.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.4 Severability and Approval

2.4.1 The Parties intended the terms and conditions of this Agreement to be a total arrangement and nonseverable. If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. If the Parties are unable to agree upon an amendment pursuant to the previous sentence, the dispute shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.5 Scope of Obligations

2.5.1 Notwithstanding anything to the contrary contained herein, AT&T-21ASTATE's obligations under this Agreement shall apply only to:

2.5.1.1 the specific operating area(s) or portion thereof in which AT&T-21STATE is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering telecommunications service (as defined in the Act) to End Users identified to be residing in such ILEC Territory, it being explicitly understood by the Parties that AT&T-21STATE's obligations under this Agreement apply only to Resale Services by CLEC within (and not extending beyond) AT&T-21STATE's incumbent local exchange areas, and that AT&T-21STATE is not obligated to provision Resale Services or provide any other rights under Section 251(c) of the Act outside of AT&T-21STATE's incumbent local exchange areas.

2.5.1.2 assets that AT&T-21STATE owns or leases and which are used in connection with AT&T-21STATE's provision to CLEC of any Resale Services, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets");

2.5.1.3 and be available to CLEC for purchasing services within an AT&T-21STATE incumbent local exchange area(s) in the State in which this Agreement has been approved by the Commission and is in effect, and only where CLEC has been certified as a local exchange carrier by the Commission and is authorized to provide the services it has contracted to provide herein.

2.6 Affiliates

2.6.1 These General Terms and Conditions and all Attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind AT&T-21STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-21STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either AT&T-21STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection

agreement between any such CLEC Affiliate and AT&T-21STATE until the expiration of such other agreement.

2.7 State-Specific Rates, Terms and Conditions

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

2.7.2 State-specific terms, as the phrase is described in Section 2.7.1 above, have been negotiated (or in the case of Section 15.1, included in the Agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which they are to apply.

2.8 Successor Rates. Certain of the rates, prices and charges have been established by the Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Resale Services, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered, except as provided in Section 3.1.21.4.1). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 8.

2.9 Conflict in Provisions

2.9.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.10 Incorporation by Reference. The terms of this Agreement, and every Resale Service, function, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the appendices or attachments to this Agreement which are legitimately related to such Resale Service, function, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Resale Service, function, product or service provided hereunder.

3. General Responsibilities of the Parties

3.1 Resale Services

3.1.1 AT&T-21STATE will provide CLEC with Resale Services in accordance with section 251(c)(4) of the Act and in accordance with the specific terms and conditions described in this Agreement, any Resale Tariff, any Resale Notification and any appendix or attachment referenced herein, to the extent required by Applicable Law. AT&T-21STATE shall make the Resale Services available to CLEC on terms and conditions that are reasonable and nondiscriminatory in accordance with section 251(c)(4)(B) of the Act and Applicable Law.

3.1.2 Aggregation. AT&T-21STATE will offer aggregation for the purpose of reselling volume discount offerings where consistent with orders, which impact CLECs on a general basis such as state rulemaking proceedings and the First Report and Order.

3.1.3 Unless otherwise noted in this Agreement, AT&T-21STATE will make available the Resale Services to CLEC at the applicable rates and/or subject to the appropriate wholesale discount(s) prescribed by the Commission, including those applicable rates and/or discounts referenced in a Resale Tariff, Resale Notification or as otherwise set forth in this Agreement and its appendices or attachments.

3.1.4 Promotions of ninety (90) calendar days or less ("short-term promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that AT&T-21STATE shall offer short-

term promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.

3.1.5 Intentionally left blank.

3.1.6 Intentionally left blank.

3.1.7 Eligibility Certification. When ordering a Resale Service that has an eligibility requirement, including a "save" or "winback" promotional offering, CLEC will maintain in its files (and provide to AT&T-21STATE upon reasonable request) evidence sufficient to establish that CLEC's End Users are eligible for such promotion ("Eligibility Certification") and CLEC shall maintain records of such Eligibility Certification for the term of its relationship with the End User and for one (1) year thereafter. CLEC shall be able to resell "save" and "winback" offerings in parity with AT&T-21STATE's retail offering, so that, for example, when eligibility and certification requirements refer to AT&T-21STATE's End Users who have received an offer from, or have left AT&T-21STATE and are currently being served by, a "competitive local exchange carrier", when applied to CLEC said requirements shall mean CLEC's End Users who have received an offer from, or have left CLEC and are currently being served by, another local exchange carrier (facilities-based, including AT&T-21STATE, or resale.) AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

3.1.8 Intentionally left blank.

3.1.9 Non-Discriminatory Access to OSS. AT&T-21STATE will provide CLEC non-discriminatory access to AT&T-21STATE's Operations Support Systems.

3.1.10 Termination Penalty Calculations

3.1.10.1 For Illinois, provided CLEC (the "Requesting Party") has obtained appropriate authorization from an End User, AT&T-21STATE will provide the Requesting Party within three (3) business days of the Requesting Party's request any applicable termination charges or penalties listed in the ICC's Final Order in Docket No. 00-0024 (the "Termination Liability Order").

3.1.11 Grandfathered Services. Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T-21STATE provides the service, either at retail or through resale. Migrations of CLEC End Users to a replacement service or an extension of grandfathered services to additional locations or lines shall be in parity with AT&T-21STATE End Users.

3.1.12 Centrex. CLEC shall only sell Centrex and Centrex-like services in accordance with applicable state and federal laws, rules, regulations and Commission orders.

3.1.13 CLEC shall only resell services to the same category of End User(s) to whom AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

3.1.13.1 CLEC may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T-21STATE tariffs.

3.1.13.2 LifeLine and Link-Up services are not available for resale.

3.1.13.3 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End Users or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority

and any other activities required by any applicable governmental authority.

3.1.14 CLEC shall not use a resold service to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail tariff(s).

3.1.15 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.1.16 A Federal End User Common Line (EUCL) charge and any other appropriate Commission-approved charges, in each case, as set forth in the appropriate AT&T-21STATE federal and applicable state tariff(s), will apply to each local exchange line furnished to CLEC under this Agreement.

3.1.17 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.1.18 AT&T-21STATE shall provide the services covered by this Agreement subject to availability of existing facilities and on a nondiscriminatory basis with its other customers.

3.1.19 AT&T-21STATE shall provide the services covered by this Agreement subject to availability of existing facilities and on a nondiscriminatory basis with its other customers.

3.1.20 Intentionally left blank.

3.1.21 Individual Case Basis ("ICB") Contracts

3.1.21.1 ICBs are available for resale by CLEC at wholesale rates. When CLEC assumes an existing ICB it will be charged the rates specified in the ICB less a discount based on AT&T avoided costs associated with providing services under an existing contract. CLEC shall not be entitled to resell non-Telecommunications Services from ICBs or otherwise.

3.1.21.2 Retail ICB contracts for AT&T Illinois and AT&T Michigan, including additional resale documentation for AT&T Michigan, can be accessed through the "Secure Area" link on the home page of CLEC Online. For Illinois and Michigan, when providing notice of its ICBs AT&T-21STATE may redact any End User identifying information from any ICB contracts but will ensure that any rates, terms and conditions of such ICBs are readily discernible from such contracts. Any ICB reviewed by CLEC via the Secure Area of CLEC Online will be deemed the Proprietary Information of AT&T-21STATE pursuant to the Confidentiality Section of this Agreement; provided that CLEC may only use and disclose an ICB to those of its agents, employees and representatives as necessary to evaluate the resale of such ICB to an existing or prospective CLEC End User.

3.1.21.2.1 For Illinois, within twenty (20) days of the Effective Date AT&T-21STATE will make available on the "Secure Area" link on the home page of CLEC Online (the "ICB Site") electronic copies of ICB contracts AT&T ILLINOIS has executed with its End Users (with End User identifying information redacted). No ICB shall be available to CLEC six (6) months from the ICB's effective date. AT&T ILLINOIS may remove any ICB from the ICB Site at such time; provided, however, that the rule that an ICB will no longer be available to CLEC six (6) months from the ICB's effective date shall apply even if AT&T ILLINOIS fails to remove an ICB from the ICB Site.

3.1.21.2.2 Nothing herein shall preclude AT&T ILLINOIS from foregoing the process described in this Section 3.1.21.2 if and to the extent the Commission assumes responsibility for such functions.

3.1.21.3 In addition to assuming an ICB and reselling such ICB to the original End User that purchased such ICB from AT&T ILLINOIS (the "Original End User"), CLEC may resell ICBs to Similarly

Situated End Users other than the Original End User. CLEC may (i) assume an ICB for the remaining term only; or (ii) subject to the last two sentences of 3.1.21.2.1 above, resell an ICB to a Similarly Situated End User for the same term to end no later than the same month as the contract provided to the Original End User. As used herein, a "Similarly Situated End User" means an End User or an aggregation (subject to Section 3.1.2 above) of End Users who, as compared to the Original End User (i) are in the same class (i.e., residential versus business) and (ii) are able to comply with the volume commitment, termination liability, contract term and, if applicable, any Material Condition(s) of such ICB (e.g., the service or a feature or functionality of the service is available from a specific wire center only or the Original End User has a different network architecture or configuration which materially affects the cost to provide the service). As used herein, a "Material Condition" is a reasonable, non-discriminatory and narrowly tailored material justification that is the basis for the rates, terms and conditions extended to the Original End User.

3.1.21.4 AT&T ILLINOIS will make available ICBs at the rates and on the terms and conditions prescribed above and by such ICB less the ICB Wholesale Discount. As used herein, the "ICB Wholesale Discount" means the wholesale discount rates specified in Section 3.1.21.4.1 below.

3.1.21.4.1 In the event the ICC establishes a new wholesale discount rate for the resale of ICBs to Similarly Situated End Users in a proceeding of general application, that new rate shall replace the current rate immediately upon the effective date of the ICC's order in that proceeding; provided, further, that (notwithstanding Section 2.8) the rate shall not be trued-up. CLEC shall itself absolutely forbear (and shall absolutely forebear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding addressing wholesale discount rates for the resale of ICBs, including without limitation, by communicating with the ICC or its Staff or any party or interested person (excluding AT&T ILLINOIS) about initiating any such proceeding. For the purposes of this Section 3.1.21.4.1, any party or interested person shall include, without limitation, any present or future CLEC affiliated entity.

3.1.21.4.2 Nothing herein shall obligate AT&T ILLINOIS to provide the entire discount stated in Section 3.1.21.4.1, to the extent that the discount would reduce the price for the ICB below the price permitted by Applicable Law, including laws relating to long run service incremental cost.

3.1.21.5 As of the Effective Date, AT&T ILLINOIS will have provided CLEC all information necessary for CLEC to submit an order to resell ICBs to its End Users and AT&T ILLINOIS will have implemented all necessary methods and processes to provision such orders for ICBs. Nothing herein shall require AT&T ILLINOIS to develop and/or implement an electronic ordering and provisioning process, and AT&T ILLINOIS shall have the right to handle such process manually, at its sole discretion.

3.1.21.6 AT&T ILLINOIS's provision of ICBs pursuant to this Section 3.1.21 is subject to the general provisions of Section 3.1 of the Agreement, when applicable.

3.2 Insurance Requirements

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

3.2.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

3.2.3 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 3.2 of this Agreement.

3.2.4 The Parties agree that companies affording the insurance coverage required under Section 3.2 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

3.2.5 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

3.2.6 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance.

3.2.7 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

3.2.8 This Section 3.2 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement.

3.3 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its state-specific authorized and nationally recognized OCN/AECNs for Resale Services on the signature page of this Agreement and provide AT&T-21STATE with a copy.

3.4 Assignment

3.4.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of AT&T-21STATE, which consent shall not be unreasonably withheld; provided, however, that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to AT&T-21STATE of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with AT&T-21STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

3.4.2 As a minimum condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by AT&T-21STATE pursuant to this Section 3.4, CLEC agrees that any change, modification or other activity required for AT&T-21STATE to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 3.4.3, below. AT&T-21STATE shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against AT&T-21STATE until the Parties agree upon the charges that apply to such CLEC Change.

3.4.3 In the event that CLEC makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of this Agreement or a change in any other CLEC identifier (collectively, a "CLEC Change"), CLEC shall submit written notice to AT&T-21STATE within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate AT&T-21STATE for the expenses to be incurred by AT&T-21STATE, if any, to make the CLEC Change to the applicable AT&T-21STATE databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate AT&T-21STATE for any service order charges and/or service request charges associated with such CLEC Change. AT&T-21STATE's agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

3.4.4 If during the Term AT&T-21STATE sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T-21STATE shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that AT&T-21STATE shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

3.5 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

3.6 Termination Liability

3.6.1 If CLEC elects to terminate an AT&T-21STATE retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

3.6.2 Term Liability Exception for Illinois. If the Customer Service Record (CSR) for an End User obtained by CLEC fails to reflect the existence of a term liability penalty in a retail contract, including ICB contracts, and the existence of a term liability penalty is discovered after the End User switches to CLEC, then AT&T ILLINOIS will allow, at the End User's request, the End User to re-establish service with AT&T ILLINOIS under the terms of its original agreement and it will waive the assessment of term liabilities or other penalties in connection with its attempted change in service if the End User is released from its obligations by CLEC. This Section 3.6.2 is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by AT&T ILLINOIS and arises from the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to Interconnection Agreement: General Terms and Conditions, Section 15.1.

3.7 Intentionally left blank.

3.8 Assurance of Payment

3.8.1 CLECs entering into a new Agreement with AT&T-21STATE that have not previously established a payment history with AT&T-21STATE, will be required to provide AT&T-21STATE with the AT&T-21STATE Credit Profile form and provide information to AT&T-21STATE regarding CLEC's credit and financial condition.

3.8.2 Assurance of payment may be requested by AT&T-21STATE:

3.8.2.1 If based on AT&T-21STATE's analysis of the AT&T-21STATE Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or

3.8.2.2 If CLEC has a proven history of late payments or has not established a minimum of twelve (12) consecutive months' good credit history with the Billing Party.

3.8.2.3 CLEC fails to timely pay a bill rendered to CLEC by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute); and/or

3.8.2.4 CLEC's gross monthly billing has increased, AT&T-21STATE reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or

3.8.2.5 When CLEC admits its inability to pay its debts as such debts become due, has commenced a

voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

3.8.3 If AT&T-21STATE requires CLEC to provide a security deposit, CLEC shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-21STATE's request, as applicable. Deposit request notices will be sent to CLEC via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T-21STATE's applicable Tariff.

3.8.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:

3.8.4.1 a Cash Deposit; or

3.8.4.2 a Letter of Credit; or

3.8.4.3 a Surety Bond.

3.8.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-21STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-21STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CLEC has received service from AT&T-21STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T-21STATE has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CLEC and AT&T-21STATE shall agree on a level of estimated billings based on all relevant information.

3.8.6 To the extent that AT&T-21STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

3.8.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-21STATE Tariff. AT&T-21STATE will not pay interest on a Letter of Credit or a Surety Bond.

3.8.8 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

3.8.8.1 CLEC owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

3.8.8.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

3.8.8.3 The expiration or termination of this Agreement.

3.8.9 If AT&T-21STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-21STATE, CLEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 3.8.4 above.

3.8.10 Notwithstanding anything else set forth in this Agreement, if AT&T-21STATE makes a request for assurance of payment in accordance with the terms of this Section 3.8.10 then AT&T-21STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-

21STATE with the assurance of payment requested; provided, however, that AT&T-21STATE will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 3.8.10.

3.8.11 In the event CLEC fails to provide AT&T-21STATE with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CLEC may be suspended, discontinued or terminated in accordance with the terms of Section 3.8. Upon termination of services, AT&T-21STATE shall apply any security deposit to CLEC's final bill for its account(s).

3.8.12 A Cash Deposit or Letter of Credit held by AT&T-21STATE shall be returned to CLEC if the following conditions have been met:

3.8.12.1 Payment was made on bills rendered to CLEC by AT&T-21STATE (except such portion of a bill that is subject to a good faith, bona fide dispute) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and

3.8.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.

3.8.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-21STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

3.8.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by CLEC as security under this Agreement, CLEC shall renew such Letter of Credit or provide AT&T-21STATE with evidence that CLEC has obtained a suitable replacement for the Letter of Credit. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CLEC accounts(s). If CLEC provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, CLEC shall renew the Surety Bond or provide AT&T-21STATE with evidence that CLEC has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). If the credit rating of any bonding company that has provided CLEC with a Surety Bond provided as security hereunder has fallen below "B", AT&T-21STATE will provide written Notice to CLEC that CLEC must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-21STATE's written Notice. If CLEC fails to comply with the foregoing, AT&T-21STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for CLEC's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-21STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by CLEC as security hereunder if CLEC defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

3.9 Joint and Several Liability - In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

4. Nonpayment and Procedures for Disconnection

4.1 If a Party is furnished services under the terms of this Agreement in more than one (1) state, Section 4.2 below through Section 4.19 below, inclusive, shall be applied separately for each such state.

4.2 Failure to pay charges shall be grounds for disconnection of Interconnection Services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.

4.3 AT&T-21STATE will also provide any written notification to any Commission as required by any State Order or Rule.

4.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

4.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 8.4 below of this Agreement, together with the reasons for its dispute; and

4.4.2 pay all undisputed Unpaid Charges to the Billing Party; and

4.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Intercarrier Compensation) into an interest bearing escrow account that complies with the requirements set forth herein except, as applicable, as provided in Section 8.4.5.1; and

4.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth herein and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Intercarrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Intercarrier Compensation) has been deposited into an escrow account that complies with Section 8.4.5 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 8 below.

4.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 8 below.

4.6 If the Non-Paying Party fails to:

4.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 4.2 above;

4.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4.5 above within the time specified in Section 4.2 above;

4.6.3 timely furnish any assurance of payment requested in accordance with Section 3.8.4 above; or

4.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in 4.6.1 above through 4.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

4.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;

4.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.

4.7 Where required, a copy of the demand provided to CLEC under Section 4.6 above will also be provided to the Commission at the same time.

4.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 4.6 above, and Sections 4.6.4.1 above and 4.6.4.2 above:

4.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date; and

4.8.2 will exclude any affected application, request, order or service from any otherwise applicable Performance Measure.

4.9 For AT&T MIDWEST REGION 5-STATE only, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 4.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:

4.9.1 cancel any pending application, request or order for new or additional Interconnection Services, under this Agreement; and

4.9.2 disconnect any Interconnection Services furnished under this Agreement;

4.9.3 discontinue providing any Interconnection Services furnished under this Agreement.

4.9.3.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AT&T INDIANA will comply with Indiana Utility Regulatory Commission Rule 170 IAC 7-6,

4.10 On the same date that Resale Services to CLEC are disconnected, AT&T-7STATE will start to provide service to CLEC's Resale End Users for a limited transition period. To the extent feasible, these Resale End Users will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, AT&T-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

4.10.1 Notwithstanding any inconsistent provisions in this Agreement, the provision of services of Resale End Users in AT&T MISSOURI will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

4.11 AT&T-7STATE will inform the Commission of the names of all Resale End Users affected by this process.

4.12 Any charges for services provided to the Resale End Users by AT&T-7STATE as specified in Section 4.16 below will be billed to CLEC.

4.13 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 4.17 below thru Section 4.18.1 below. AT&T-7STATE has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the provision of service for a limited transition period for any Resale End Users by AT&T-7STATE in connection with such disconnection.

4.14 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

4.15 Within five (5) calendar days following the disconnection, AT&T-7STATE will notify each Resale End User that because of CLEC's failure to pay AT&T-7STATE, the End User's local service is now being provided by AT&T-7STATE. This notification will also advise each Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new LSP.

4.16 The Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 4.19 below.

4.17 If any Resale End User provided service by AT&T-7STATE under Section 4.18 below of this Agreement fails to select a new LSP within thirty (30) calendar days of the transfer AT&T-7STATE, may terminate the Resale End User's service.

4.18 Nothing in this Agreement shall be interpreted to obligate to AT&T-7STATE continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any

and all disconnection rights AT&T-7STATE has with regard to such transferred Resale End Users under Applicable Law; provided, however,

4.18.1 In AT&T CALIFORNIA only, following expiration of the selection period and disconnection of such Resale End Users, where facilities permit, AT&T CALIFORNIA will furnish the disconnected local residential End Users with "quick dial tone".

4.19 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):

4.19.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

4.19.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than twelve (12) months after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a "true-up"), the time period for billing shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge or (b) eighteen (18) months from the date of the final order allowing or approving such charge or (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.

4.19.1.2 Back-billing and credit claims, and true-ups, as limited above, will apply to all services purchased under this Agreement, except that Intercarrier Compensation is specifically excluded from this Section 4.

5. Effective Date, Term and Termination

5.1 The "Effective Date" of this Agreement shall be as follows: For Illinois, Indiana, Michigan, Missouri, and Texas: This Agreement shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Agreement is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Agreement is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Agreement shall become effective ten (10) days after the mailing date of the final order approving this Agreement.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement as provided in Section 5.1 hereof, and shall expire on October 21, 2019 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Resale Service, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take

effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 through 5.9. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.5 Upon termination or expiration of this Agreement in accordance with this Section 5:

5.5.1 Each Party shall continue to comply with its obligations set forth in Sections 14, 16 and 29; and

5.5.2 Each Party shall promptly pay all amounts owed under this Agreement and, if applicable, place any Disputed Amounts into an escrow account that complies with Section 8.4.5 hereof

5.6 If at any time within one hundred and eighty (180) days before the expiration of the term either party serves a notice of expiration, or at any time after expiration of the term, either Party serves a notice of termination pursuant to Section 5.4, CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation if CLEC wishes to pursue a successor agreement with AT&T-21STATE or instead affirmatively state that CLEC does not wish to pursue a successor agreement with AT&T-21STATE for a given state and allow its relationship with AT&T-21STATE to terminate co-terminus with this Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 If CLEC does issue its Section 252(a)(1) request pursuant to Section 5.6, the rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement.

5.8 If CLEC withdraws its Section 252(a)(1) request prior to or after the expiration date or termination date of this Agreement, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with AT&T-21STATE. If CLEC withdraws its Section 252(a)(1) request prior to the expiration of the Term, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term, and 2) the date that is ninety one (91) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If CLEC withdraws its Section 252(a)(1) request after the expiration of the Term then the terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the ninety-first (91st) calendar day following AT&T-21STATE's receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request and (ii) the effective date of the successor agreement that is adopted by CLEC under Section 252(i) of the Act.

5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T-21STATE in its, as applicable, notice of expiration or termination or the written confirmation described in Section 5.6 after receipt of the AT&T-owned ILEC's notice of expiration or termination pursuant to Section 5.2, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the expiration of the Term. If the Term has expired when CLEC receives notice of termination from AT&T-21STATE pursuant to Section 5.4 and CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T-21STATE as described in Section 5.6, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the date that is ninety-one (91) days after CLEC received notice of termination from AT&T-21STATE under Section 5.4.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, AT&T-21STATE and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. End User Fraud and Blocking

6.1 AT&T-21STATE shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS); provided, however, that, subject to Section 6.5 below, if CLEC has ordered Toll Billing Exception (TBE) blocking of ABS on a given End User account and AT&T-21STATE fails to provision such blocking within five (5) business days, AT&T-21STATE will be liable to CLEC for any ABS-related fraud associated with that account. ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

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

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

6.4 AT&T-21STATE will provide notification messages via fax to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB.

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

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

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

6.5 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, for calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

7. Ordering and Billing

7.1 AT&T-21STATE shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T-21STATE shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE -provided interfaces, as outlined in Attachment OSS. Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.2 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling AT&T-21STATE will be referred to CLEC at the

number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including those on End User premises.

7.3 Prior to submitting an order under this Agreement, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T-21STATE shall abide by the same applicable laws and regulations.

7.4 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T-21STATE or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed. AT&T-21STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-21STATE upon request and at no charge.

7.5 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T-21STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

7.6 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If AT&T-21STATE, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, AT&T-21STATE shall charge CLEC an investigation fee as set forth in the applicable tariff.

7.7 When AT&T-21STATE receives a service request to convert an End User from one local service provider to another, AT&T-21STATE will process the conversion as requested. AT&T-21STATE will notify the former local service provider that it has lost the End User via the AT&T-21STATE line loss notification process. This Section shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AT&T-21STATE.

7.8 Unless otherwise stated, AT&T-21STATE will render monthly bill(s) to CLEC for the services contemplated hereunder at the rates set forth in this Agreement, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party. Subject to Section 8.4.5, remittance in full of all bills rendered is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). If any charge becomes past due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

7.9 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T-21STATE.

7.10 As-Is Orders. Orders for Resale Services placed by CLEC to convert an existing account "as-is", without any changes, additions or deletions requested by CLEC, may be submitted by CLEC in an "AS-IS" format in accordance with AT&T-12STATE LSOR, and AT&T-21STATE may not require CLEC to submit such order in an "AS-SPECIFIED" format to (1) accommodate any limitations AT&T-21STATE's Operational Support Systems or Methods and Procedures may have to process such orders or (2) remove any features or products (e.g., optional calling plans) not made available for resale by AT&T-21STATE.

7.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Attachment Pricing or the applicable tariff, and are applied per billable telephone number.

7.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in the applicable tariff. The rates for such resold service shall continue to be subject to orders of the appropriate Commission.

7.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. Discounts may or may not apply for non-recurring service order charges.

7.11.3 For the purposes of ordering service furnished under this Agreement, each request for new service (that is, service not currently being provided to the End User on AT&T-21STATE network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

8. Dispute Resolution

8.1 Finality of Disputes

8.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

8.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

8.1.3 Notwithstanding anything contained in this Agreement to the contrary, a billing Party shall be entitled to submit a bill (which shall include the same documentation and detail customarily included with the billing party's bills) and recover those charges that were unbilled or under-billed within the twelve (12) months immediately preceding the date on which such unbilled or under-billed charges were supposedly incurred by the billed Party. For purposes of this Section 8.1.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which billed Party used such service.

8.2 Alternative to Litigation

8.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

8.3 Commencing Dispute Resolution

8.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

8.3.1.1 Service Center;

8.3.1.2 Informal Dispute Resolution; and

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

8.4 Service Center Dispute Resolution. The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".

8.4.1 If the written notice given pursuant to Section 8.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 8.4 shall be used and the dispute shall first be referred to the appropriate service center for resolution. In order to resolve a billing dispute, CLEC shall furnish AT&T-21STATE written

notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.

8.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on AT&T-21STATE's current billing statements within thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 8.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, AT&T-21STATE will notify CLEC of the status of the dispute and the expected resolution date.

8.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 8.4.1), AT&T-21STATE will notify CLEC of the status of the dispute and the expected resolution date.

8.4.4 If a Party is not satisfied by the resolution of the billing dispute under this Section 8.4, the Party may notify the other Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 8.5 of this Agreement.

8.4.5 Escrow. The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 8.4.5.1 or 8.4.5.2 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria: The financial institution proposed as the third party escrow agent must be located within the continental United States; the financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and the financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers. In addition to the foregoing requirements for the third party escrow agent, the Disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria: The escrow account must be an interest bearing account; all charges payable to the third party escrow agent associated with opening and maintaining the escrow account will be borne by the Disputing Party (subject to reimbursement by the other Party if the Disputing Party prevails in the dispute); none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and disbursements from the escrow account shall be limited to those: authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement) or made in accordance with the order or award of an arbitrator appointed pursuant to the provisions of Sections 8.7.1 or made in accordance with the order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 8.7.1. Disputed Amounts in escrow shall be subject to interest as set forth in Section 7.8 herein.

8.4.5.1 In AT&T ILLINOIS, the Billed Party shall not be required to place Disputed Amounts in escrow, notwithstanding anything to the contrary in an applicable Resale Tariff, if the Billed Party: (i) does not have a proven history of late payments and has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute or, if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system. This Section 8.4.5.1 is available only in the state of Illinois. The Parties

agree that this language is a non-voluntary offering by AT&T ILLINOIS consistent with the following order: Order of the Illinois Commerce Commission in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company d/b/a Ameritech Illinois Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0338. Refer to Interconnection Agreement: General Terms and Conditions, Section 15.1.

8.4.5.2 Should the Billing Party agree with the Disputing Party that a material billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is not required to pay or escrow pending resolution of the dispute. For purposes of this Section, to be "material" an alleged billing error must a) appear on the current invoice and b) the Billed Party's dispute does involve 50% or more of the total amount of the previous bill out of the same billing system.

8.5 Informal Resolution of Disputes

8.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 8.3.1 or Section 8.4.4, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

8.6 Formal Dispute Resolution

8.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 8.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 8.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the letter initiating Dispute Resolution under Section 8.4.4.

8.6.2 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 8.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.6.3 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

8.6.3.2 Actions to compel compliance with the Dispute Resolution process.

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

8.7 Arbitration

8.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION

5-STATE; or San Francisco, California for AT&T CALIFORNIA, as appropriate unless the Parties agree otherwise. The arbitration hearing will be requested to commence within thirty (30) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section 8.7.1 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9. Audits

9.1 Subject to the restrictions set forth in Section 14 and except as may be otherwise expressly provided in this Agreement, a Party (the “Auditing Party”) may audit the other Party’s (the “Audited Party”) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party’s billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party’s books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

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

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

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

to the auditor any Audited Party Proprietary Information and information that reveals the identity of End Users of Audited Party.

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

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

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

9.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 9.1. Notwithstanding anything in this Agreement to the contrary, any additional audit shall be at the requesting Party's expense.

10. Disclaimer of Representations and Warranties

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

11. Notices

11.1 Subject to this Section 11.1, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods.

11.1.1 delivered by electronic mail (email), provided CLEC has provided an email address pursuant to Section 11.1.4 below;

11.1.2 delivered by facsimile;

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

11.1.3.1 the date of actual receipt

11.1.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent,

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

11.1.4 Notices will be addressed to the Parties as follows:

	CLEC CONTACT
NAME/TITLE	Chris Surdenik, CEO
STREET ADDRESS	225 W. Wacker 8th Floor
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER	800-440-9440
FACSIMILE NUMBER	312-382-1147
EMAIL ADDRESS	csurdenik@callone.com
	COPY CLEC CONTACT
NAME/TITLE	Alan Burkhard, President
STREET ADDRESS	225 W. Wacker 8th Floor
CITY, STATE, ZIP CODE	Chicago, IL 60606
PHONE NUMBER	312-681-5044
EMAIL ADDRESS	aburkhard@callone.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	m41654@att.com; OR the current email address as provided on AT&T's CLEC Online website

11.1.5 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information on file. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

11.1.6 AT&T communicates official information to CLEC via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

12. Publicity and Use of Trademarks or Service Marks

12.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

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

13. No License

13.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement. All Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

14. Confidentiality

14.1 Both Parties agree to treat Proprietary Information (as such term is As Described in the Act) received from the other in accordance with the provisions of Section 222 of the Act; provided, that notwithstanding any of the foregoing, a Receiving Party (as defined below) shall be entitled to forward proprietary information, which has been previously disclosed by a Disclosing Party (as defined below), on a confidential basis to regulatory agencies upon request for information or as otherwise required to enforce the terms and conditions of this Agreement and the Receiving Party need not provide prior written notice to the Disclosing Party if, prior to forwarding the information as described herein, the Receiving Party has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. As used herein, a “Disclosing Party” is a Party that furnishes, discloses or otherwise makes available its proprietary information under this Agreement and a “Receiving Party” is the Party that receives such proprietary information.

14.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:

14.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

14.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

14.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

14.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

14.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

14.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

14.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

14.3 The Parties agree that an impending or existing violation of any provision of this Section 14 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 14 for which legal or equitable relief is sought, all reasonable attorneys’ fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

15. Change of Law

15.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commissions(s). In entering into this Agreement and any Amendments to

such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations ("Change of Law Event") that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement or which otherwise affect any of the provisions set forth in this Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, (individually and collectively a "Change of Law"), upon the written request of either Party ("Written Notice") the Parties shall renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change of Law.

15.2 The Parties shall have sixty (60) days from the date the receiving Party receives a Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement; provided, however, the Parties will, to the extent operationally feasible, implement the provisions subject to a Written Notice as of the date such affected provisions become effective consistent with such Change of Law or, if not feasible given the nature of the Change of Law, as soon as possible after such effective date. If the Parties are unable to agree upon the required conforming amendments to this Agreement within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

16. Indemnity

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

16.2 Except as otherwise expressly provided herein or in specific appendices or attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Resale Services, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

16.3 In the case of any Loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Resale Service function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Resale Services, functions, facilities, products and services provided under this Agreement involving:

16.4.1 any Claim or Loss arising from such Indemnifying Party's use of Resale Services, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Resale Services, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Resale Services, functions, facilities, products or services provided pursuant to this Agreement.

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

16.4.1.2.1 where an Indemnified Party or its End User modifies Resale Services, functions, facilities, products or services; and

16.4.1.2.2 no infringement would have occurred without such modification.

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

16.5 Intentionally left blank.

16.6 Intentionally left blank.

16.7 CLEC also agrees to release, indemnify, defend and hold harmless AT&T-21STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-21STATE.

16.8 Indemnification Procedures

16.8.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

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

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

16.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

16.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall

not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

16.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

16.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

16.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

16.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 14.

16.8.10 To the extent that state or federal law or regulations require AT&T-21STATE to reimburse CLEC for credits, cellular telephone costs or other compensation for End Users resulting from failure to meet certain service quality standards, nothing in this Agreement shall be deemed to require CLEC to follow procedures to obtain such reimbursement other than those procedures set forth in the applicable state or federal law or regulations. Disputes shall be resolved pursuant to dispute resolution processes specified by such state or federal law or regulations, if any. In the absence of such specifically identified dispute resolution processes, disputes shall be resolved pursuant to the dispute resolution processes in this Agreement. This paragraph does not create any additional liability for either Party and is only intended to clarify the processes for obtaining the reimbursement described herein where authorized by law or regulation.

17. Limitation of Liability

17.1 Except as otherwise provided in Section 16 Indemnity or in specific appendices or attachments, each Party shall be responsible only for service(s) and facility(ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.

17.2 Except as otherwise expressly provided in specific appendices or attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

17.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Telecommunications Services functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Telecommunications Services, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would

have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 17.3.

17.4 Neither CLEC nor AT&T-21STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other Applicable Law), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result, in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 17.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Telecommunications Services, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim. Nothing contained in this Section 17.4 shall exclude or limit the liability of either Party with respect to obligations under the financial incentive or remedy provisions of the any service quality plan required by the FCC or the applicable state Commission or bill credit remedies or damages in connection with failure to provide adequate carrier-to-carrier service quality or to meet the carrier-to-carrier service quality standards set forth in the Performance Measurements Plans most recently approved, adopted or ordered by the respective State Commission, applicable Resale Tariff or prescribed by the FCC or the Commission.

17.5 For Illinois, except for (1) indemnity obligations expressly set forth herein, (2) obligations under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission, (3) bill credit remedies and damages in connection with the failure to provide adequate carrier-to-carrier service quality or to meet the carrier-to-carrier service quality standards obligations otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T ILLINOIS or CLEC has charged or would have charged to the other Party for the affected products and service(s) not performed or improperly performed. For Section 17.5, The Parties agree that this language is a non-voluntary offering by AT&T ILLINOIS and arises from the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to Interconnection Agreement: General Terms and Conditions, Section 15.1. In addition, the Parties agree that this language is a non-voluntary offering by AT&T ILLINOIS consistent with the Order of the Illinois Commerce Commission in AT&T Communications of Illinois, Inc., TCG Illinois and TCG Chicago Verified Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (SBC Illinois) pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket No. 03-0239, Arbitration Decision (Aug. 26, 2003). Refer to Interconnection Agreement: General Terms and Conditions, Section 15.1.

17.6 AT&T-21STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct arising out of its provision of E911 Services under this Agreement is not limited by this Section 17.6. AT&T-21STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-21STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

17.7 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct arising out of its provision of E911 Services under this Agreement is not limited by this Section 17.7. In the event CLEC

provides E911 Service to AT&T-21STATE, CLEC shall not be liable to AT&T-21STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-21STATE until service is restored.

18. Governing Law

18.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC rules and regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Resale Services, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles.

18.2 Except as specified below, the Parties agree that the only proper venue for any judicial or regulatory proceeding involving or arising out of the interpretation or enforcement of this Agreement as it pertains to any state shall be the city in which the state commission that approved the Agreement for that state is located. Notwithstanding the foregoing, the Parties agree that the only proper venue in the following states is as follows: Illinois, Chicago; Michigan, Detroit; and Missouri, St. Louis.

19. Regulatory Approval

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

20. Compliance and Certification

20.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

20.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Resale Services, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

20.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

20.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

21. Law Enforcement

21.1 Each Party shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

21.1.1 Intercept Devices:

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

21.1.2 Subpoenas:

21.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

21.1.3 Emergencies:

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

22. Relationship of the Parties/Independent Contractor

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

22.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

23. No Third Party Beneficiaries; Disclaimer of Agency

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

24. Subcontracting

24.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

24.2 Each Party will be solely responsible for payments due that Party's subcontractors.

24.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

24.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Resale Services, functions, facilities, products and services hereunder will provide for any indemnity,

guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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

25. Force Majeure

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

26. Taxes

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

26.2 With respect to any purchase of Resale Services, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. The providing Party agrees to indemnify and hold harmless the purchasing Party for any costs incurred by the purchasing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the purchasing Party due to the failure of the providing Party to pay and remit such tax to such authority after such tax has been properly remitted by the purchasing Party to the providing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

26.3 With respect to any purchase hereunder of Resale Services, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of

actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

26.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

26.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

26.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

26.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Resale Services, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

26.8 With respect to any Tax or Tax controversy covered by this Section 26, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

26.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 26 shall be sent in accordance with Section 11 hereof.

27. Non Waiver

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

28. Conflict of Interest

28.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the

other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

29. Survival

29.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.4.5, Section 10, Sections 12-14, Sections 16-18, and Sections 22-34.

30. Scope of Agreement

30.1 This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act.

30.2 Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

31. Amendments and Modifications

31. 1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the applicable state Commission. AT&T-21STATE and CLEC shall each be responsible for its share of the publication expense (i.e., filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

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

32. Authority

32.1 AT&T-21STATE represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T-21STATE represents and warrants that AT&T Services, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T-21STATE. AT&T-21STATE represents and warrants that it has full power and authority to perform its obligations hereunder.

32.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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

33. Counterparts

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

34. Entire Agreement

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

this Agreement and through the execution and/or Effective Date. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date.

ATTACHMENT OPERATIONS SUPPORT SYSTEMS

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ATTACHMENT OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. 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 the applicable AT&T-21STATE owned Incumbent Local Exchange Carrier (ILEC). Nothing herein entitles a CLEC to purchase particular services and UNEs unless otherwise entitled to do so under the terms of the interconnection and/or resale agreement. CLEC represents and covenants that it will only use OSS furnished pursuant to this Attachment for activities related to 251(c)(3) UNEs, Resold Services, or other services covered by this Agreement (ICA Services).

1.2 Should AT&T-21STATE no longer be obligated to provide an ICA Service under the terms of this Agreement, AT&T-21STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2. DEFINITIONS

2.1 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-21STATE's OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3. GENERAL CONDITIONS

3.1 AT&T-21STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS are available only in the regions where such systems and processes are currently operational.

3.2 AT&T-21STATE will provide electronic access to OSS via web-based graphical user interfaces (GUIs) and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-ordering, ordering, provisioning, maintenance and repair functions. AT&T-21STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 AT&T-21STATE 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 accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. Both Parties agree to abide by the procedures contained in the then-current documentation.

3.4 AT&T-21STATE'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 advise AT&T-21STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.

3.6 Proper Use of OSS interfaces:

3.6.1 CLEC agrees to utilize AT&T-21STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 8 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-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE'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-21STATE for any and all damages caused by such unauthorized entry.

3.7 CLEC's access to pre-order functions will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.7.1 CLEC must maintain records of individual End Users' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.7.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of 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' telephone service subscribers 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.

3.7.3 AT&T-21STATE 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-21STATE upon request and at no charge.

3.8 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE 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-21STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-21STATE caused by or related to CLEC's use of any AT&T-21STATE OSS.

3.9 In the event AT&T-21STATE has good cause to believe that CLEC has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T21-STATE 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-21STATE 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.

3.10 In the event that CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.10.1 If such misuse involves improper access of pre-order applications in violation of this Agreement, Applicable Law, 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-21STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.10.2 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.

3.11 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-21STATE shall have the right to conduct an audit of CLEC's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-21STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE

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&T21-STATE 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&T21-STATE'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&T21-STATE 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&T21-STATE. If CLEC fails to cooperate in the audit, AT&T-21STATE reserves the right to terminate CLEC's access to electronic processes.

3.12 AT&T-21STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-21STATE shall make manual processes available.

3.13 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC online is a website where resource documents may be accessed, it is neither the ordering GUI nor the electronic interface used by CLEC for ordering. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-21STATE's electronic interfaces.

3.14 CLEC agrees that there may be Resale Services and/or 251(c)(3) UNEs available on a regional basis and that such regional offerings may only be ordered where they are made available in accordance with Resale and/or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to use AT&T's OSS to order ICA Services unless CLEC has a right, under this Agreement, to order such services.

3.15 The Parties agree that a collaborative Change Management Process "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-21STATE's electronic interfaces, AT&T-21STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.

3.16 The Parties may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-21STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T-21STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-21STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section of the practices in the OBF Local Service Ordering Guidelines (LSOG).

3.17 Due to enhancements and on-going development of access to AT&T-21STATE's OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be phased out after execution of this Agreement. AT&T-21STATE shall provide proper notice of interface phase-out as required by the Change Management Process.

3.18 CLEC is responsible for obtaining operating system software and hardware to access and utilize AT&T-21STATE OSS functions. All hardware and software requirements for the applicable AT&T-21STATE Regional OSS are specified on AT&T's CLEC Online website.

3.18.1 CLEC must access the AT&T-21STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

3.18.2 Prior to initial use of AT&T-21STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and to schedule testing.

3.19 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.

4. PRE-ORDERING

4.1 AT&T-21STATE Regional OSS are available for CLEC to 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; and/or

4.1.6 Loop makeup information.

4.2 Complete regional OSS pre-ordering functions may be found on AT&T's CLEC Online website.

4.3 CLEC shall provide AT&T-21STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-21STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

4.4 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-ordering GUI, AT&T's CLEC Online website, or other distribution methods.

5. ORDERING/PROVISIONING

5.1 AT&T-21STATE provides ordering functionality. To order any ICA Services CLEC will format the Local Service Request (LSR) to identify the features, services, or elements CLEC is requestingAT&T-21STATE to provision in accordance with applicable AT&T-21STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 AT&T-21STATE product/service intervals are located on AT&T's CLEC Online website.

5.3 AT&T-21STATE shall bill to CLEC an LSR charge and/or appropriate service order charge 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).

5.4 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 apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

5.5 Provisioning

5.5.1 AT&T-21STATE 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 and application-to-application interfaces.

5.5.2 AT&T-21STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-21STATE's intrastate Access Services Tariff.

5.5.3 In the event AT&T-21STATE 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-21STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE 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.

5.6 Cancellation Charges

5.6.1 If CLEC cancels an order for ICA Services subsequent to AT&T-21STATE's generation of a service order, any costs incurred by AT&T-21STATE 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-21STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

5.7 Expedite Charges:

5.7.1 For Expedite requests by CLEC, charges from the Pricing Schedule will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

5.8 Order Modification Charges:

5.8.1 If CLEC modifies an order after being sent a FOC from AT&T-21STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

6. MAINTENANCE/REPAIR

6.1 AT&T-21STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

6.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

6.3 AT&T-21STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

6.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-21STATE 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.

6.5 Neither CLEC nor its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-21STATE except with the prior written consent of AT&T-21STATE.

6.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-21STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-21STATE 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-21STATE network.

6.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-21STATE's prescreening guidelines prior to referring the trouble to AT&T-21STATE.

6.8 CLEC will contact the appropriate AT&T-21STATE repair centers in accordance with procedures established by AT&T-21STATE.

6.9 AT&T-21STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.

6.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T-21STATE ICA Service and no trouble is found in AT&T-21STATE's network, AT&T-21STATE 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-21STATE in order to confirm the working status. AT&T-21STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

6.11 In the event AT&T-21STATE 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-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE 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 and/or applicable tariffs.

6.12 CLEC shall pay Time and Material charges when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-21STATE or in detariffed customer premises equipment (CPE) provided by AT&T-21STATE, unless covered under a separate maintenance agreement.

6.13 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.

6.14 If CLEC issues a trouble report allowing AT&T-21STATE access to the End User's premises and AT&T-21STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-21STATE personnel are dispatched. Subsequently, if AT&T-21STATE personnel are allowed access to the premises, these charges will still apply.

6.15 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-21STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-21STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-21STATE performed other than on a normally scheduled workday.

6.15.1 If CLEC requests or approves an AT&T-21STATE 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.

7. BILLING

7.1 AT&T-21STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

7.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.

7.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule, Tariff, or Guidebook, as applicable.

7.1.1.2 When CLEC elects to receive its monthly billing statements in more than one bill media format, paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Schedule, Tariff, or Guidebook, as applicable.

8. DATA CONNECTION SECURITY REQUIREMENTS

8.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-21STATE data facilities for access to OSS will be in compliance with AT&T-21STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-21STATE and available on the AT&T CLEC Online website.

8.2 CLEC agrees to comply with AT&T-21STATE 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&T CLEC Online website.

8.3 Joint Security Requirements

8.3.1 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.).

8.3.2 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.

8.3.3 CLEC shall immediately notify the AT&T-21STATE when an employee user ID is no longer valid (e.g., employee termination or movement to another department).

8.3.4 Both 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.

8.3.5 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 or AT&T-21STATE 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.

8.3.6 Both 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.

8.4 Additional Responsibilities of Both Parties

8.4.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

8.4.2 Monitoring: 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.

8.4.3 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.

8.4.4 In the event that one 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.

8.4.5 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.

8.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

8.5 Information Security Policies and Guidelines For Access to Computers, Networks and Information By Non-Employee Personnel

8.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 8.5 - 8.12 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-21STATE, respectively, as the providers of the computer, network or information in question.

8.5.2 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.

8.6 General Policies

8.6.1 Each Party's resources are for approved business purposes only.

8.6.2 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.

8.6.3 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.

8.6.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

8.6.5 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.

8.7 User Identification

8.7.1 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.

8.7.2 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.

8.7.3 User IDs will be revalidated on a monthly basis.

8.8 User Authentication

8.8.1 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.

8.8.2 Passwords must not be stored in script files.

8.8.3 Passwords must be entered by the user.

8.8.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one 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.

8.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

8.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

8.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.

8.9 Access and Session Control

8.9.1 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.

8.9.2 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.

8.10 User Authorization

8.10.1 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.

8.11 Software and Data Integrity

8.11.1 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.

8.11.2 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.

8.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

8.11.4 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.

8.12 Monitoring and Audit

8.12.1 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."

8.12.2 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.

9. MISCELLANEOUS

9.1 To the extent AT&T-21STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-21STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

9.2 Unless otherwise specified herein, charges for the use of AT&T-21STATE'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.

9.3 Single Point of Contact:

9.3.1 CLEC will be the single point of contact with AT&T-21STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-21STATE may accept a request directly from another CLEC, or AT&T-21STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-21STATE may 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-21STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

9.4 Use of Facilities:

9.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-21STATE, AT&T-21STATE 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-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

9.5 AT&T-21STATE 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.

10. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

10.1 AT&T-21STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

10.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:

10.2.1 CLEC shall be permitted to access AT&T-21STATE 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-21STATE to Allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.

10.2.2 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.

10.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T-21STATE 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.

10.3 AT&T-21STATE 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-21STATE's control associated with 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-21STATE's OSS) which could not be avoided by AT&T-21STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 04 - OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS and DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches, or Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the Telephone Number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC is free to set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility (a) to obtain End User agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling Party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-based CLECs for subscriber listing information provided by AT&T-21STATE owned ILEC.

2.0 Definitions

2.1 "CLEC Subscriber" means CLEC End User, as End User is defined in the General Terms and Conditions of this Agreement.

2.2 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.3 "Facilities-Based CLEC" – A CLEC that provides service through its own switch, or a Third Party provider's switch.

2.4 "General Assistance" means a service in which the End User dialing – 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.5 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.6 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.7 "Toll Center Code" means the three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE retail End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facilities-Based CLEC that wishes to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for only OS, or only DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from

AT&T-21STATE's intrastate Special Access Tariff.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups, and their Requirements (Applies to Facilities-Based CLECs; does not apply to Resellers):

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 Where technically feasible and available, AT&T-21STATE will provide the DA Services to AT&T-21STATE CLEC End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC end User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - Where available, a service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e. Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC-provided recording 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-21STATE retail End Users. CLEC 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.

3.6.3 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 facilities-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 Pricing Sheet.

3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its facilities-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, with each loading incurring the Rate/Reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE 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.

3.6.7.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE 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 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

4.1.1 AT&T 21-STATE will no longer make available Inward Assistance Operator Service (INW).

4.1.2 CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

5.0 Listings

5.1 General Provisions for Listings:

5.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.

5.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

5.1.3 AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

5.1.4 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.2 Responsibilities of the Parties:

5.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

5.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

5.2.1.2 Listing Information Confidentiality:

5.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

5.2.1.3 Unlisted/Non-Published End Users:

5.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet. AT&T-21STATE does not provide a resale discount for any Non-listed/Non-Published listings.

5.2.1.4 Additional Listings:

5.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any additional listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

5.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will

submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

5.2.3 Distribution of Directories:

5.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.

5.2.4 AT&T-21STATE shall direct its directory publishing Affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white ages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information. AT&T-21STATE's directory publishing Affiliate will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.

5.2.5 Use of Subscriber Listing Information:

5.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

5.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

5.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

5.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

5.2.8 Breach of Contract:

5.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment,

the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of AT&T-21STATE's white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of such CLEC breach.

6.0 General Conditions for Operator Services (OS), Directory Assistance (DA)

6.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred twenty (120) days' written notice in the form of an Accessible Letter.

6.2 Termination:

6.2.1 If the CLEC terminates OS, and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

6.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

7.0 Termination – Entire Attachment 04 – Operator Services and Directory Assistance Services

7.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred twenty (120) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred twenty (120) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

ATTACHMENT 05 - 911-E911

1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which AT&T-21STATE will provide CLEC with access to AT&T-21STATE'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-21STATE can only provide E911 Service in a territory where an AT&T-21STATE 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-21STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

1.3 For CLEC's own switches, AT&T-21STATE 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 CLEC 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 CLEC'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-21STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

3.2.1 AT&T-21STATE will route 911 calls from the AT&T-21STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 AT&T-21STATE will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-21STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking:

3.3.1 AT&T-21STATE shall provide and maintain sufficient dedicated E911 Trunks from AT&T-21STATE'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-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

3.4.1 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall coordinate access to the AT&T-21STATE DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE'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 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

4.1.1 CLEC will transport its End Users' 911 calls to the appropriate AT&T-21STATE E911 SR location.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T-21STATE E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC 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-21STATE 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 CLEC is responsible for ordering a separate E911 Trunk group from AT&T-21STATE for each county, default PSAP or other geographic area that the CLEC 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. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (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 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-21STATE E911 SR.

4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-21STATE 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. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the AT&T-21STATE E911 SR(s).

4.2.9 CLEC 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 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-21STATE.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-21STATE E911 SR(s). CLEC is responsible for advising AT&T-21STATE of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-21STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to CLEC if no defect is found in AT&T-21STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.

4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.

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

4.3.4 CLEC is responsible for providing AT&T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-21STATE 911 DBMS.

5.0 Responsibilities of the Parties

5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T-21STATE E911 SR(s).

5.1.1 AT&T-21STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-21STATE E911 SR(s).

5.2 911 Surcharge Remittance to PSAP:

5.2.1 For CLEC's own switch(es), the Parties agree that:

5.2.1.1 AT&T-21STATE 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-21STATE 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, AT&T21-STATE shall serve as a clearinghouse between Resellers and PSAPs except where state law requires CLEC to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 For Resellers, AT&T-12STATE 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).

5.2.2.2 In Illinois, the Parties will comply with the Illinois Administrative Code (the "Code"), Title 83, Chapter I, subchapter f, Part 725, Section 725.810, regarding collection and remittance of all applicable 911 fees and surcharges. The Reseller CLEC is responsible for remitting the aforementioned 9-1-1 surcharges or fees regardless of whether such 9-1-1 surcharges or fees are billed and/or collected from the Resale End User, and regardless of whether they are itemized on a per-line basis or simply included as a part of the overall charges assessed to the Resale End User.

5.2.2.2.1 AT&T Illinois will neither bill the 9-1-1 surcharges to the Reseller CLEC on the monthly Resale Services bill nor remit the 9-1-1 surcharges to the applicable municipalities or government agencies on the Reseller CLEC's behalf.

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-21STATE'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-21STATE and CLEC.

7.2.1 In AT&T TEXAS only:

7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.

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 Sheet or applicable AT&T-21STATE Commission-approved access tariff.

ATTACHMENT 06 - DAILY USAGE FILE

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1.0 Introduction

1.1 Upon written request from CLEC, AT&T-21STATE will provide CLEC a Daily Usage File (DUF) for services provided hereunder. A DUF will be provided by AT&T-21STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-21STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-21STATE in connection with service provided by AT&T-21STATE, and (iii) operator handled calls provided by AT&T-21STATE. Procedures and processes for implementing the interfaces with AT&T-21STATE will be included in implementation requirements documentation.

2.0 General Provisions

2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.

2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-21STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.

2.3 AT&T-21STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under "Electronic Billing Information Data (Daily Usage) per message", "Provision of Message Detail a.k.a. Daily Usage File (DUF)", "FB-CLEC Operator Recording (Daily Usage) per message", and "Daily Usage File (DUF) Data Transmission, per Message". There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.

2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-21STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.

2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-21STATE for billing, which would otherwise be processed by AT&T-21STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-21STATE records the message.

2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-21STATE to provide operator services, upon written request from CLEC, AT&T-21STATE will provide CLEC a DUF for operator handled calls handled by AT&T-21STATE.

ATTACHMENT 09 –
PERFORMANCE MEASUREMENTS

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1.0 General Provisions

1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-21STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations and within this Agreement.

1.2 AT&T-21STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-21STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T-21STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-21STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.3 Nothing herein shall be interpreted to be a waiver of AT&T-21STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

2.1 AT&T MIDWEST REGION 5-STATE Requirements:

2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.

2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.

2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:

2.1.3.1 Illinois – 83 IL. Administrative Code Part 731

2.1.3.2 Indiana – Cause No. 41657

2.1.3.3 Michigan – Case No. U-11830

2.1.3.4 Ohio – Case No. 00-942-TP-COI

2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)

2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.

2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with the AT&T MIDWEST REGION 5-STATE Remedy Plan.

2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:

2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.

2.4 AT&T SOUTHWEST REGION 5-STATE Requirements:

2.4.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.

2.5 AT&T CALIFORNIA Requirements:

2.5.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/I. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

2.6 AT&T NEVADA Requirements:

2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

PRICING SCHEDULE

1.0 Pricing Schedule

1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 Replacement of Non-Interim Rates

1.2.1 Certain of the current rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established "Current Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e., not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, CLEC's billing tables will be updated to reflect (and CLEC shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.1 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.1 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:

1.2.1.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T-21STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.

1.2.1.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.2.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2,) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the

Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Replacement of Interim Rates

1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Interconnection Services specifically identified herein as interim, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T-21STATE will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T-21STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.3.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.

1.4 Notice to Adopting CLECs

1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T-21STATE and the Adopting CLEC (i.e. following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.

1.4.2 AT&T-21STATE obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent

CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-21STATE may reject the order. CLEC must amend this Agreement to allow ordering of products and services for which complete rates, terms and conditions did not exist as of the Effective Date of the Agreement to the extent such product or service is still available at the time of the request. In the event that CLEC orders, and AT&T-21STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.4.3 CLEC shall pay for the product or service provisioned to CLEC at the rates set forth in AT&T-21STATE's applicable intrastate tariff(s) for the product or service or, to the extent there are no tariff rates, terms or conditions available for the product or service in the applicable state, then CLEC shall pay for the product or service at AT&T-21STATE's current generic contract rate for the product or service set forth in AT&T-21STATE's applicable state-specific generic Pricing Schedule as published on the AT&T CLEC Online website; or

1.4.4 CLEC will be billed and shall pay for the product or service as provided in Section 1.4.3 above, and AT&T-21STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If CLEC and AT&T-21STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.

1.4.5 AT&T-21STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such products and/or services.

1.4.6 Where the rate for an AT&T-21STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.

1.4.7 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.

1.5 Establishment of "TBD" Rates

1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or no rate is shown, the Parties understand and agree that when a rate, price or charge is established by AT&T-21STATE for that Interconnection Service and incorporated into AT&T-21STATE's current state-specific Generic Pricing Schedule as published on the AT&T CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Interconnection Service provided under this Agreement back to the Effective Date of this Agreement as to any orders CLEC submitted and AT&T-21STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-21STATE shall provide Written Notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate that applies to such Product or Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T-21STATE shall bill CLEC to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties.

1.5.2 AT&T-21STATE's provisioning of such orders for such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of AT&T-21STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

1.6.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.6.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-21STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-21STATE will round up to the next whole mile before determining the mileage and applying rates.

1.7 Non-Recurring Charges:

1.7.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges."

1.7.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.7.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-21STATE, without any facilities rearrangements to AT&T-21STATE's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1.7.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-21STATE to process a request for installation, disconnection, rearrangement, change, or record order.

1.7.5 In some cases, Commissions have ordered AT&T-21STATE to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-21STATE, regardless of whether or not a disconnect order is issued by CLEC.

1.7.6 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Sheet contained herein.

1.7.7 Loop Zone charges are defined in the Pricing Sheet contained herein.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				$ 0.40			call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				$ 0.15			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				$ 0.00436			MOU
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per OS/DA Call				$ 0.03			OS/DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS/DA Call				$ 0.03			OS/DA call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing - Call Completion LATA Wide - Per MOU				$ 0.00436			MOU
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				$ 0.03			work second
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types Per MOU				$ 0.00436			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Listing Information Services						NA	listing
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP6X		NA	$ 500.00	$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP9X		NA	$ 500.00	$ 184.00	trunk
6	CA	OPERATOR CALL PROCESSING	Trunk Installation per trunk	OPS++	TPP6X		NA	$ 500.00	$ 184.00	trunk
6	CA	OPERATOR CALL PROCESSING	Trunk Installation per trunk	OPS++	TPP9X		NA	$ 500.00	$ 184.00	trunk
5	CA	911 PBX LOCATE	Master Street Address Guide (MSAG)		EMEMC			$56.99	$56.99	
5	CA	911 PBX LOCATE	Secure ID Cards		EMECM		$5.70			
5	CA	911 PBX LOCATE	Secure ID Cards - Replacement - Per Card Replaced		EMECR			$132.99		Card Replaced
5	CA	911 PBX LOCATE	Error Correction - Per Chargeable Record		EMEEC			$3.32		Chargeable Record
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - Individual Line Measured Rate Residence Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Serviceindividual Line Measured Rate Business Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - Individual Line Flat Rate Residence Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - Farmer Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Exchange Service - COPT				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Three Way Calling				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Forwarding				17%	17%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Busy Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Delayed Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Remote Access To Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Screen				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Select Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Priority Ringing				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Repeat Dialing				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Return				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Waiting				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Speed Calling - 8 Code Capacity				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Speed Calling - 30 Code Capacity				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Intercom				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Intercom Plus				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Call Trace				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID On Analog Centrex-Like Lines				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID On PBX Lines				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Caller ID On Dedicated Custom 8 Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Usage Sensitive Custom Calling Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Premiere Communications Systems - Resale				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Remote Call Forwarding				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Local Usage, ZUM, And EAS - Vertical Services - Direct Connect				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Hunting Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Airport Intercommunicating Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Central Office Electronic Tandem Switching				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	ISDN - ISDN- BRI				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	ISDN - Primary Rate ISDN (PRI)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	ISDN - Personal ISDN				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Centrex-Like - Centrex-Like ISDN				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Local Plus (Intralata Toll)				17%	17%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Two-Point Message Telecommunications Service (Local Toll)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Custom 8 Toll Free Service (Grandfathered)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Dedicated Access Line				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Custom 8 Digital Data				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Easy 8 Toll Free Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Easy 8 Digital Data				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Easy 8 Directory Assistance Listing				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - California 976				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - California 900				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Toll - Information Services Call Blocking				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Direct Discount				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Service Area				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Community				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Easy Saver				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Saver 60				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Residence Usage Discount-Saver Plus				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Direct Discount				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Plan 50				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Plan 1000				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Volume Discount				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling Plans - Resale Business Usage Discount-Plus				17%	17%		
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Local Directory Assistance				17%	NA		% discount
16	CA	OPERATOR CALL PROCESSING	Resale - Local Operator Assistance				17%	NA		% discount
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - National Directory Assistance (NDA), Per Call				$ 0.65	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Reverse Directory Assistance (RDA), Per Call				$ 0.65	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Business Category Search (BCS), Per Call				$ 0.65	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Express Call Completion/Directory Assistance Call Completion (DACC) - Rate Per Call				$ 0.15	NA		call
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Directory Assistance Listing Information Service (Dalis)-Initial Load, Per Listing					NA	NA	listing
16	CA	DIRECTORY ASSISTANCE SERVICES	Resale - Directory Assistance Listing Information Service (Dalis) - Update, Per Listing					NA	NA	listing
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Automated Call Greeting Branding - Other - Initial/Subsequent Load, Per Switch		BRAND		NA	$ 1,800.00	$ 1,800.00	switch
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Automated Call Greeting - Branding And Reference/Rate Look Up, Per OS Call				$ 0.03	NA		OS/DA call
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Rate Reference - Initial Load, Per State, Per OCN				NA	$ 5,000.00		state, per OCN
16	CA	BRANDING - OPERATOR CALL PROCESSING	Resale - OS Rate Reference - Subsequent Load, Per State, Per OCN				NA		$ 1,500.00	state, per OCN

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Automated Call Greeting Branding - Other - Initial/Subsequent Load, Per Switch		BRAND		NA	$ 1,800.00	$ 1,800.00	switch
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Automated Call Greeting - Branding And Reference/Rate Look Up, Per OS Call				$ 0.03	NA		OS/DA call
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Rate Reference - Initial Load, Per State, Per OCN				NA	$ 5,000.00		state, per OCN
16	CA	BRANDING - DIRECTORY ASSISTANCE	Resale - OS Rate Reference - Subsequent Load, Per State, Per OCN				NA		$ 1,500.00	state, per OCN
16	CA	RESALE APPLICABLE DISCOUNTS	Trunks - Flat Rate Trunk				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Trunks - Trunk Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Data Services - Gigabit Ethernet Metropolitan Area Network (Gigaman)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Data Services - PBX Trunks				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Data Services - Multi-Service Optical Network (MON)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Number Retention Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Number Referral Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Number Services (Personalized TNs)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Voice Based Information Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Promotional PRIcing (90 Days +)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Private Branch Exchange Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Short Duration Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Grandfathered Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Message Waiting Indicator (MWI++)				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Call Forwarding Busy Line				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Call Forwarding/ Don't Answer				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Call Forwarding Busy Line/ Don't Answer				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Foreign Exchange Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Foreign Prefix Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Off Premise Extensions				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Operator Services and Directory Assistance				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Secretarial Answering Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Occasional Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Concentrator- Identifier Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Telephone Answering Service - Answering Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Tie Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Interexchange Channel				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Directory Listings Alternate User Listings				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Business Individual Line Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Premium Subscriber Plan				17%	17%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Premiere Subscriber Plan				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Power Distribution Alarm And Control System				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Custom Virtual Network				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - WATS Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Basic Service Elements and Complementary Network Services				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Business Answering Lines				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Direct Inward Dialing Service - Short Duration Service				17%	17%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Access Products				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Electronic Tandem Switching				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Private Line Services				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Digital Data Over Voice				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Group Video				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - High Voltage Protection				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Switched SMDS				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Switched 56				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - All Broadband And Fast Packet Services				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Other Services				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Centrex-Like Number Retention Service				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Off-Premise Extension Service				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Promotions Exceeding 90 Days				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Contract Plans				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Remote Call Forwarding				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Labor/Network Rearrangements				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Visit Charge (Trouble Identification)				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Cable Services AII, IW				0%	0%		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Fraud Alert Referral - Usage Per Alert Referral				$ 11.10	$ 700.00		Alert Referral
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Repair Transfer Service (Per Subsequent Change) - Recorded Name Announcement				NA	$ 2,300.00		subsequent change
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Repair Transfer Service (Per Subsequent Change) - 800/888 Telephone Number				NA	$ 750.00		subsequent change
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Repair Transfer Service (Per Subsequent Change) - Name Announcement & Telephone Number				NA	$ 2,400.00		subsequent change
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Slamming Investigation Fee				NA	$ 50.00		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - Local Disconnect Report (LDR), Per WTN				$ 0.10	NA		WTN
16	CA	RESALE APPLICABLE DISCOUNTS	Charge/Alert					NA		
16	CA	RESALE APPLICABLE DISCOUNTS	Other - End User Change Over (Per Billable Telephone Number) - Business				$ 5.81			billable telephone number
16	CA	RESALE APPLICABLE DISCOUNTS	Other - End User Change Over (Per Billable Telephone Number) - Residence				$ 4.15			billable telephone number
16	CA	RESALE APPLICABLE DISCOUNTS	Other - End User Change Over (Per Billable Telephone Number) - Complex				$ 5.81			billable telephone number

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	CA	DIRECTORY ASSISTANCE SERVICES	DAL					NA	NA	
16	CA	RESALE APPLICABLE DISCOUNTS	Electronic Billing Information Data (daily usage) per message				0.003	NA		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Electronic Establish Connection	EE7LX	NKCAR		NA	$10.48	NA	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Disconnection	EE7LX	NKCAS		NA	$8.63	NA	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Electronic Subsequent	EE7LX	NKCAT		NA	$10.04	NA	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Connection	EE7LX	NKCAU		NA	$63.12	NA	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Disconnection	EE7LX	NKCAV		NA	$42.47	NA	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Manual Subsequent	EE7LX	NKCAW		NA	$59.18	NA	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8		NA	$49.44		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9		NA	$9.50		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCBA		NA	$33.86		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB		NA	$7.03		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC		NA	$49.44		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD		NA	$9.50		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBE		NA	$33.86		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF		NA	$7.03		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Initial (Connection	EE7LX	NKCBG		NA	$65.76		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Initial (Disconnection	EE7LX	NKCBH		NA	$9.50		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Additional Connection	EE7LX	NKCBJ		NA	$30.46		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Additional Disconnection	EE7LX	NKCBK		NA	$ 7.03		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Initial Connection	EE7MX	NKCBL			$ 248.22		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Initial Disconnection	EE7MX	NKCBM			$ 11.97		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Additional Connection	EE7MX	NKCBN			$ 135.15		
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Additional Disconnection	EE7MX	NKCBO			$ 8.25		
7	IL	OPERATIONS SUPPORT SYSTEM	Maintenance of Service	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP		NA	$71.00		
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		$0.65	NA		per call

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$1,800.00	$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	$800.00	NA	
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$5,000.00		per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		$1,500.00	per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$0.15	NA		per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$0.03	NA		per work second
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for initial load				NA	$0.04	NA	per listing
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for subsequent updates				$0.06		NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				21.46%	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				21.46%	NA		discount
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale National Directory Assistance (NDA), per call				$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Reverse Directory Assistance (RDA), per call				$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Business Category Search (BCS) / where applicable, per call				$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Directory Assistance Call Completion (DACC), per call				$0.15	NA		per call
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN				NA	$1,800.00		per switch, per OCN
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Brand and Reference/Rate Look Up, per call				$0.03	NA		per OS/DA call
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	$5,000.00		per OCN
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA		$1,500.00	per OCN
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Interconnection - Digital DS1 Interface				$ 198.11	$ 706.64		
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Interconnection - Each DSO installed		USAGE		$0.00	$ 507.00		
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		$ 19.99	$ 610.45		
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			$ 517.97		
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		$ 3.82			100 Records or part thereof
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Switch Administration - Per Selective Router		USAGE		$ 91.49	$ 5,557.82		Per Selective Router

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	IL	RESALE APPLICABLE DISCOUNTS	Resale Line Connection Charge Residence (See ILL.C.C. No. 22 Tariff Part 22)							
16	IL	RESALE APPLICABLE DISCOUNTS	Resale Line Connection Charge Business (See ILL.C.C. No. 22 Tariff Part 22)							
16	IL	RESALE APPLICABLE DISCOUNTS	Resale Service Order/Service Request Charge Residence (See ILL.C.C. No. 22 Tariff Part 22)							
16	IL	RESALE APPLICABLE DISCOUNTS	Resale Service Order/Service Request Charge Business (See ILL.C.C. No. 22 Tariff Part 22)							
16	IL	RESALE APPLICABLE DISCOUNTS	Resale Non-Electronic (Manual) Service Order ChargeResidence (See ILL.C.C. No. 22 Tariff Part 22)							
16	IL	RESALE APPLICABLE DISCOUNTS	Resale Non-Electronic (Manual) Service Order Charge Business (See ILL.C.C. No. 22 Tariff Part 22)							
16	IL	RESALE - DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
16	IL	RESALE - DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
7	IN	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charges	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP		NA	$ 51.00	NA	
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					$ 1,800.00	$ 1,800.00	per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Brand and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	$ 1,500.00	$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	
6	IN	DA LISTINGS	- per listing for initial load				NA	$ 0.040	NA	per listing
6	IN	DA LISTINGS	- per listing for subsequent updates				$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	Ancillary Message Billing Compensationm (Per Message)				$0.03			
5	IN	EMERGENCY NUMBER SERVICES	Emergency Number Service Access 911 Selective Router Interconnection - Each DSO installed		USAGE		$0.00	$ 665.49		
5	IN	EMERGENCY NUMBER SERVICES	Emergency Number Service Access 911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		$ 26.64	$ 770.97		
5	IN	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			$ 490.07		
5	IN	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		$ 4.34			100 Records or part thereof
5	IN	EMERGENCY NUMBER SERVICES	Access Routing File, per carrier 911 Selective Router Switch Administration - Per Selective Router		USAGE		$ 5.57	$ 1,717.33		Per Selective Router
16	IN	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service Business 1 Party				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service Business - Measured				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Other Customer Operated Pay Telephone (COPT)				0.00%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Expanded Local Calling Extended Area Service				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Anonymous Call Rejection				21.46%	21.46%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Repeat Dialing (Auto Redial)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)				21.46%	21.46%		per use
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Blocker				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Forwarding				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Forwarding - Busy Line				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Forwarding - Busy Line/Don't Answer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Forwarding - Don't Answer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Automatic Callback (Call Return)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Automatic Callback - Per Use (Call Return - Usage Sensitive)				21.46%	21.46%		Per Use
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Trace				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Waiting				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Caller ID With Name (Calling Name)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Caller ID (Calling Number)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services MultiRing Service -1 (Personalized Ring -1 Dependent Number)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services MultiRing Service -2 (Personalized Ring -2 Dependent Numbers)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Remote Access to Call Forwarding (Grandfathered)				0.00%	0.00%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Selective Call Forwarding				0.00%	0.00%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Multi-Path Call Forwarding (Simultaneous Call Forwarding)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Remote Call Forwarding-Per Feature				21.46%	21.46%		per feature
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services RCF, Interstate, Interexchange				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services RCF, Intrastate				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services RCF, Interstate, International				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services RCF, Intrastate, Interexchange				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services RCF to 800				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services RCF Additional				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Speed Calling 8				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Speed Calling 30				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Three Way Calling				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Call Screening				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Busy Line Transfer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Alternate Answer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Message Waiting - Tone				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Easy Call				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Prime Number Service				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services AT&T Indiana Privacy Manager				21.46%	21.46%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	IN	RESALE APPLICABLE DISCOUNTS	Business Vertical Services Name and Number Delivery Service				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business DID				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Trunk				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Area Wide Networking				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business AT&T Indiana Switch Alternate Routing (ANSAR)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business AT&T Indiana Customer Location Alternate Routing (ACLAR)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Grandfathered Services				0.00%	0.00%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Promotions (Greater than 90 days)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Touchtone (Business)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Touchtone (Trunk)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business 976 (976 Information Delivery Service)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Access Services (See Current Access Tariff)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Additional Directory Listings				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Connection Services				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Shared Tenant Service				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Restoral of Service Charge				0%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services Gigabit Ethernet Metropolitan Area Network (GigaMAN)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services PBX Trunks				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services Multi-Service Optical Network (MON)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services OCn-PTP				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services ADTS-E				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services DS0				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services DS1				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Data Services DS3				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	BUSINESS ISDN				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Directory Assistance Local Operator Assistance Service				21.46%			discount
16	IN	RESALE APPLICABLE DISCOUNTS	Business Operator Services Local Operator Assistance Service				21.46%			discount
16	IN	DIRECTORY ASSISTANCE SERVICES	Business Directory Assistance National Directory Assistance (NDA), per call				$ 0.65	NA	NA	per call
16	IN	DIRECTORY ASSISTANCE SERVICES	Business Directory Assistance Reverse Directory Assistance (RDA), per call				$ 0.65	NA	NA	per call
16	IN	DIRECTORY ASSISTANCE SERVICES	Business Directory Assistance Category Search (BCS) / where applicable, per call				$ 0.65	NA	NA	per call
16	IN	DIRECTORY ASSISTANCE SERVICES	Business Directory Assistance Call Completion (DACC), per call				$ 0.15	NA	NA	per call
16	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					$ 1,800.00	$ 1,800.00	per OCN

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16	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Brand and Reference/Rate Look Up, per OS/DA call				$ 0.03	NA	NA	per OS/DA call
16	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00	NA	per OCN
16	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per OCN
16	IN	RESALE - DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
16	IN	RESALE - DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
16	IN	RESALE APPLICABLE DISCOUNTS	Business Toll				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Optional Toll Calling Plans				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business AT&T Indiana Centrex Service ACS				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business AT&T Indiana Centrex Network Manager				0.00%	0.00%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Private Line Analog Private Lines				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Private Line Private Line Channel Services				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence 1 Party				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence Measured				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Local extended Area Service				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Anonymous Call Rejection				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Repeat Dialing (Auto Redial)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Blocker				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Forwarding				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Forwarding - Busy Line				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Forwarding - Busy Line/Don’t Answer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Forwarding - Don’t Answer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Automatic Call-Back (Call Return)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Automatic Call-Back Per Use (Call Return - Usage Sensitive)				21.46%	21.46%		Per Use
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Trace				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Waiting				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Caller ID with Name (Calling Name)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Caller ID (Calling Number)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Remote Access to Call Forwarding (GF)				21.46%	21.46%		

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16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services RCF, Interstate, Interexchange				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services RCF, Intrastate				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services RCF, Interstate, International				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services RCF, Intrastate, Interexchange				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services RCF to 800				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services RCF Additional				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Selective Call Forwarding				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Speed Calling 8				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Three Way Calling				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Call Screening				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Busy Line Transfer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Alternate Answer				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Message Waiting - Tone				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Easy Call				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services AT&T Indiana Privacy Manager				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Vertical Services Name and Number Delivery Service				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence ISDN				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Grandfathered Services				0.00%	0.00%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Promotions (Greater than 90 Days)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Touchtone				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Home Services Packages				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other 900/976 Call Blocking (900/976 Call Restriction)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other 976 (976 Information Delivery Service)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Access Services (See Current Access Tariff)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Additional Directory Listings				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Carrier Disconnect Service (Company Initiated Suspension Service)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Connection Services				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Other Shared Tenant Service				0%	0%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Toll Custom and Dedicated 800 Service (Home 800)				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Toll IntraLATA MTS				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Toll Toll Restriction				21.46%	21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Electronic Billing Information Data (daily usage) per message				$0.00			per message
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Line Connection Charge					21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Line Connection Charge					21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Service Order/Service Request Charge					21.46%		
16	IN	RESALE APPLICABLE DISCOUNTS	Residence Non-Electronic (Manual) Service Order Charge					$ 9.02		
16	IN	RESALE APPLICABLE DISCOUNTS	Business Non-Electronic (Manual) Service Order Charge					$ 9.02		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached	MUJ++, EE7MX, UOB++, UOR++	NKCU4			$ 2.38		per last critical date reached
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Design Layout Report Date	MUJ++, EE7MX, UOB++, UOR++	NR95W			$ 15.04		per last critical date reached Digital DS1 Loops - Design Layout Report Date
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Record Issue Date	MUJ++, EE7MX, UOB++, UOR++	NR95X			$ 15.04		per last critical date reached Digital DS1 Loops - Record Issue Date
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date	MUJ++, EE7MX, UOB++, UOR++	NR95Y			$ 45.33		per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Plant Test Date	MUJ++, EE7MX, UOB++, UOR++	NR95Z			$ 65.75		per last critical date reached Digital DS1 Loops - Plant Test Date
7	MI	OPERATIONS SUPPORT SYSTEM	Service Coordination Fee, per central office	MUJ++, UOB++, UOR++	UFE		$ 5.39	NA	NA	per central office
7	MI	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP		NA	$ 71.00		
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN					$ 1,800.00	$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance branding and Reference/Rate Look Up, per call	XPU	OPEN		$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					$800.00	$800.00	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	per work second
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for initial load					$ 0.040	NA	per listing
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for subsequent updates				$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		$ 19.81	$ 496.18		

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5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			$ 490.65		
5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		$ 3.70			100 Records or part thereof
16	MI	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service 1 Party				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service - Measured				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Other Customer Operated Pay Telephone (COPT)				0.00%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling Interzone				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Anonymous Call Rejection				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Repeat Dialing (Auto Redial)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Blocker				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line/Don’t Answer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Don’t Answer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack (Call Return)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack-Per Use (Call Return - Usage Sensitive)				16.62%	16.62%		Per Use
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Trace				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Waiting				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID With Name (Calling Name)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID (Calling Number)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service - 1 (Personalized Ring - 1 Dependent Number)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service - 2 (Personalized Ring - 2 Dependent Numbers)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Access to Call Forwarding (Grandfathered)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Selective Call Forwarding				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Multi-Path Call Forwarding (Simultaneous Call Forwarding)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Call Forwarding-Per Feature				16.62%	16.62%		Per Feature
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, Interexchange				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, International				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate, Interexchange				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF to 800				16.62%	16.62%		

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16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF Additional				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 8				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 30				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Three Way Calling				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Screening				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Busy Line Transfer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Alternate Answer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Message Waiting - Tone				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Easy Call				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Prime Number Service				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services AT&T Michigan Privacy Manager				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Name and Number Delivery Service				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - DID				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Trunk				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - AIN Area Wide Networking				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Michigan Switch Alternate Routing (ANSAR)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Michigan Customer Location Alternate Routing (ACLAR)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Grandfathered Services				0.00%	0.00%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Promotions (Greater than 90 days)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - TouchTone (Business)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - TouchTone (Trunk)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - 976 (976 Information Delivery Service)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Access Services (See Current Access Tariff)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Additional Directory Listings				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Connection Services				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Shared Tenant Service				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services Gigabit Ethernet Metropolitan Area Network (GigaMAN)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services PBX Trunks				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services Multi-Service Optical Network (MON)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services OCn-PTP				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services ADTS-E				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS0				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS1				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS3				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - ISDN				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Directory Assistance Services				16.62%	NA		discount
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Local Operator Assistance Service				16.62%	NA		discount
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - National Directory Assistance (NDA), per call				$ 0.65	NA		per call
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - National Directory Assistance (RDA), per call				$ 0.65	NA		per call

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - Business Category Search (BCS) where applicable, per call				$ 0.65	NA		per call
16	MI	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Call Completion (DACC), per call				$ 0.15	NA		per call
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMAT CALL GREETING	Business - Branding - Other - Initial/Subsequent Load, per switch per OCN					$ 1,800.00	$ 1,800.00	per switch, per OCN
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMAT CALL GREETING	Business - Branding and Reference/Rate Look Up, per OS/DA call				$ 0.03		NA	per OS/DA call
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Business - Rate Reference - Initial Load, per state, per OCN					$ 5,000.00		per state, per OCN
16	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Business - Rate Reference - Subsequent Load, per state, per OCN					NA	$ 1,500.00	per state, per OCN
16	MI	RESALE - DIRECTORY LISTING PRODUCT	Business - White Page Directory Listings					NA	NA	per listing
16	MI	RESALE - DIRECTORY LISTING PRODUCT	Business - Non Published/Non List Directory Listings					NA	NA	per listing
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Toll				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) AT&T Michigan Centrex Service ACS				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) AT&T AT&T Michigan Centrex Network Manager				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Analog Private Lines				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Business - Private Line Channel Services				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service Residence 1 Party				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service Residence Measured				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Interzone				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Anonymous Call Rejection				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Repeat Dialing (Auto Redial)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)				16.62%	16.62%		Per Use
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Blocker				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Forwarding				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Forwarding - Busy Line				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Forwarding - Busy Line/Don’t Answer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Forwarding - Don’t Answer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Automatic Call-Back (Call Return)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Automatic Call-Back Per Use (Call Return - Usage Sensitive)				16.62%	16.62%		Per Use
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Trace				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Waiting				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Caller ID with Name (Calling Name)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Caller ID (Calling Number)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Priority Call				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Remote Access to Call Forwarding (GF)				0%	0%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - RCF, Interstate, Interexchange				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - RCF, Intrastate				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - RCF, Interstate, International				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - RCF, Intrastate, Interexchange				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - RCF to 800				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - RCF Additional				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Selective Call Forwarding				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Speed Calling 8				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Three Way Calling				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Call Screening				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Busy Line Transfer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Alternate Answer				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Message Waiting - Tone				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Easy Call				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - AT&T Michigan Privacy Manager				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Name and Number Delivery Service				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - ISDN				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Grandfathered Services				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Promotions (Greater than 90 Days)				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - TouchTone				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Home Services Packages				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - 976 (976 Information Delivery Service)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Access Services (See Current Access Tariff)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Additional Directory Listings				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Connection Services				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Shared Tenant Service				0%	0%		
16	MI	RESALE APPLICABLE DISCOUNTS	Residence - Toll				16.62%	16.62%		
16	MI	RESALE APPLICABLE DISCOUNTS	Electronic Billing Information Data (daily usage) per message				$0.00			
16	MI	RESALE NON-ELECTRONIC SERVICE ORDER, PER ORDER	Non-electronic Service Order, per Order					$9.08		
16	MI	RESALE MIGRATION CHARGE, PER ACCESS LINE	Migration Charge, per Access Line					$0.36		
16	MI	RESALE CARRIER DISCONNECT SERVICE, PER CARRIER'S CUSTOMER ACCOUNT, PER DISCONNECT OR RESTORAL	Carrier Disconnect Service, per Carrier's Customer Account, per Disconnect or Restoral					$10.62		
16	MI	RESALE APPLICABLE DISCOUNTS	ICB Contracts - New				5.71%	5.71%		
16	MI	RESALE APPLICABLE DISCOUNTS	ICB Contracts - Assumption				4.34%	4.34%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	800 Database - Toll Free Database Query				$0.000445	NA	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	800 Database - Call Handling and Destination				$0.000054	NA	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual New - Simple		NRBUQ		NA	$69.70	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Change - Simple		NRBUO		NA	$67.25	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Record - Simple		NRBUU		NA	$41.60	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Disconnect - Simple		NRBUW		NA	$34.90	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Expedited - Simple		NRMV1		NA	$69.70	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Customer Not Ready - Simple		NRMV5		NA	$69.70	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Manual Due Date Change or Cancellation - Simple		NRMV3		NA	$69.70	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic New - Simple		NR9W2		NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Change - Simple		NR9GG		NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Disconnect - Simple		NR9GZ		NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Expedited - Simple		NRMV7		NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Customer Not Ready - Simple		NRMV9		NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Due Date Change or Cancellation - Simple		NRMV8		NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	PIC Change Charge		NRBL9		NA	$5.00	NA	
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				2.00	NA	NA	
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				$0.0585	NA	NA	per listing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service				$2.10	NA	NA	per listing
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second		ZZUO2		$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	Per state, per OCN
5	MO	EMERGENCY NUMBER SERVICES	For each DS0 E911 Trunk Terminated				$58.00	$170.00	$170.00	each DS0
11	MO	ODUF/EODUF	Provision of Message Detail a.k.a. Daily Usage File (DUF)				$0.00	NA	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Basic Time - per half hour		MVV		NA	$42.75	$ 34.20	per half hour
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Overtime - per half hour		MVV		NA	$53.45	$ 43.35	per half hour
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Premium Time - per half hour		MVV		NA	$64.10	$ 52.50	per half hour
16	MO	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service - Business 1 Party				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service - Business - Multi-Line Hunting				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service - Business Measured				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service - Business Measured (HTG Class of Service)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business Expanded Local Calling - Mandatory EAS				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business Expanded Local Calling - Optional Metropolitan Calling Area				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Auto Redial				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Blocker				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Forwarding - Busy Line				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Forwarding - Busy Line/Don’t Answer				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Forwarding - Don’t Answer				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Return				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Trace				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Call Waiting				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Calling Name				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Calling Number				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - ComCall®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Personalized Ring (1 dependent number)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Personalized Ring (2 dependent numbers - 1st number)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Personalized Ring (2 dependent numbers - 2nd number)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Priority Call				19.20%	19.20%	NA	

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16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Remote Access to Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Selective Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Simultaneous Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Speed Calling 8				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Speed Calling 30				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Veritcal Services - Three Way Calling				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 100 - Category 1)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 10 - Category 1)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 after first 10 - Category 1)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 100 after first 100 - Category 2)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (with Multifrequency)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (with Dual-Tone Multifrequency)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (1st 10 Trunks or access lines)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (11th thru 50th trunk or network access line)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - DID (51st trunk or network access line)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Analog Trunks				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Digital Trunks				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business AIN - Area Wide Networking				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business AIN - Disaster Routing Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business AIN - Intelligent Redirectsm				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business AIN - Intellinumber				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business AIN - Positive ID				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Other Customer Operated Pay Telephone Service				0.00%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Bundled Telecommunications Services (e.g., the Works)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Customer Alerting Enablement				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Grandfathered Services				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Hot Line				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Hunting				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Local Operator Assistance Service				13.91%	13.91%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Night Number associated with Telephone Number				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Night Number associated with a Terminal				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Promotions (Greater than 90 days)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Preferred Number Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Telebranch®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - TouchTone				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Voice Dial				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Warm Line				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Data Services - Gigabit Ethernet Metropolitan Area Network (GigaMAN)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Data Services - PBX Trunks				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Data Services - Multi-Service Optical Network (MON)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Data Services - OCn-PTP				19.20%	19.20%	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Data Services - DS3				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Digilinesm (ISDN BRI)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Select Video Plus®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Smart Trunksm (ISDN PRI)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - ISDN - SuperTrunk				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Toll - IntraLATA MTS				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Toll - MaxiMizer 800®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Toll - OutWATS				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Toll - 800 Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - 1+ SAVERsm				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - 1+SAVER Direct				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - Community Optional Saver				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans - Outstate Calling Area Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Plexar I®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Plexar II®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Plexar Custom®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Analog Private Lines				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Business Video Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Digital Loop Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - DOVLink				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Foreign Exchange Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Foreign Serving Office				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Frame Relay				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Group Alerting Services				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink II®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink III®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MicroLink I®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MicroLink II®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MultiPoint Video				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Service Loop Facility Modification Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence 1 Party				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence Measured				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Locall Calling - Mandatory EAS				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Locall Calling - Optional Metropolitan Calling Area				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Auto Redial				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Blocker				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line/Don't Answer				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Don't Answer				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Return				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Trace				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Waiting				19.20%	19.20%	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Name				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Number				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - ComCall®				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (1 dependent number)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Priority Call				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Remote Access to Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Selective Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Simultaneous Call Forwarding				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Speed Calling 8				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Three Way Calling				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - ISDN - Digiline				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Bundled Telecommunications Services (e.g., the works)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Customer Alerting Enablement				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Grandfathered Services				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Hot Line				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Promotions (Greater than 90 days)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Preferred Number Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - TouchTone				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Voice Dial				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Residence - Warm Line				19.20%	19.20%	NA	
16	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	
16	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	
16	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	National Directory Assistance (NDA), per call				$0.65	NA		per call
16	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Reverse Directory Assistance (RDA), per call				$0.65	NA		per call
16	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Business Category Search (BCS), per call				$0.65	NA		per call
16	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Call Completion (DACC), per call				$0.15	NA		per call
16	MO	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding - Initial/Subsequent Load, per switch		NRBDG		NA	$1,800.00	$1,800.00	per switch
16	MO	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Brand and Reference/Rate Look Up, per call		ZZUCB		$0.03	NA	NA	per call
16	MO	OTHER RESALE - OS/DA REFERENCE/RATES	Rate Reference Initial Load, per state, per OCN		NRBDL		NA	$5,000.00	NA	per state per OCN
16	MO	OTHER RESALE - OS/DA REFERENCE/RATES	Rate Reference Subsequent Load, per state, per OCN		NRBDM		NA	$1,500.00	NA	per state per OCN
16	MO	RESALE APPLICABLE DISCOUNTS	Toll - Home 800sm				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Toll - IntraLATA MTS				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - 1+ SAVERsm				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - 1+SAVER Direct				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Community Optional Saver				19.20%	19.20%	NA	

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16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Outstate Calling Area Service				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - 900 Call Restriction				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Access Services				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Additional Directory Listings				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Bill Plus				5%	5%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Company Initiated Suspension Service				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Directory Assistance Services				13.91%	13.91%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Connections with Terminal Equipment and Communications Equipment				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Consolidated Billing				5%	5%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Construction Charges				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Customer Initiated Suspension Service				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Exchange Interconnection Service				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Operator Services				13.91%	13.91%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Local Operator Assistance Service				13.91%	13.91%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Maintenance of Service Charges				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Prepaid Calling Cards				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Telecommunications Service Priority Systems				0%	0%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Toll Billing Exception (Billed Number Screen)				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Toll Restriction				19.20%	19.20%	NA	
16	MO	RESALE APPLICABLE DISCOUNTS	Optional Toll Calling - Wireless Carrier Interconnection Services				0%	0%	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Billing Information Data (daily usage) per message				$0.003	NA	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Simple conversion charge per billable number				NA	$25.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic conversion orders per billable number				NA	$5.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	Complex conversion orders per billable number				NA	$125.00	NA	
7	MO	OPERATIONS SUPPORT SYSTEMS (OSS)	AT&T Missouri transmittal of CLEC end-user listing to 3rdparty pub, per occurrence, per dir publisher				NA	$100.00	NA	

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7	OH	OPERATIONS SUPPORT SYSTEM	Service Coordination fee per account, per CO.	MUJ++, UOB++, UOR++	UFE		$ 0.48			
7	OH	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP		NA	$ 71.00		
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$ 1,800.00		Per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$ 0.03	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	NA	$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		$ 0.03	NA		per work second
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for initial load				NA	$ 0.040		per listing
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for subsequent updates				$ 0.060			per listing
5	OH	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Digital DS1 Interface		USAGE		$ 336.44	$ 759.98		
5	OH	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Each DSO installed		USAGE		NA	$ 364.69		
5	OH	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		$ 28.72	$ 436.62		
5	OH	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			$ 529.01		
5	OH	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		$ 4.09			100 Records or part thereof
5	OH	EMERGENCY NUMBER SERVICES	ANI/ALI/SR and Database Management - Per Selective Router		USAGE		$ 5.55	$ 2,645.15		Per Selective Router
16	OH	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service 1 Party				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business Local Exchange Service - Measured				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling Extended Area Service				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Anonymous Call Rejection				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Repeat Dialing (Auto Redial)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)				20.29%	20.29%		Per Use

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16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Blocker				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line/Don't Answer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Don't Answer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack (Call Return)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack-Per Use (Call Return - Usage Sensitive)				20.29%	20.29%		Per Use
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Trace				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Waiting				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID WithName (Calling Name)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID (Calling Number)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service -1 (Personalized Ring -1 Dependent Number)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Access to Call Forwarding (Grandfathered)				0.00%	0.00%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Selective Call Forwarding				0.00%	0.00%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Multi-Path Call Forwarding (Simultaneous Call Forwarding)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Call Forwarding-Per Feature				20.29%	20.29%		Per Feature
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, Interexchange				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, International				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate, Interexchange				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF to 800				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF Additional				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 8				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 30				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Three Way Calling				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Screening				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Busy Line Transfer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Alternate Answer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Message Waiting - Tone				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Easy Call				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Prime Number Service				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services AT&T Ohio Privacy Manager				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Name and Number Delivery Service				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - DID				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Trunk				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - AIN Area Wide Networking				20.29%	20.29%		

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16	OH	RESALE APPLICABLE DISCOUNTS	Business - AIN Emergency Referral Message Service (Disaster Routing Service)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Ohio Switch Alternate Routing (ANSAR)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Ohio Customer Location Alternate Routing (ACLAR)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Other - Customer Operated Pay Telephone (COPT)				0.00%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Other - Grandfathered Services				0.00%	0.00%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Other - Promotions (Greater than 90 days)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone (Business)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone (Trunk)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services Gigabit Ethernet Metropolitan Area Network (GigaMAN)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services PBX Trunks				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services Mulit-Service Optical Network (MON)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services OCn-PTP				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services ADTS-E				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS0				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS1				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS3				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - ISDN				20.29%	20.29%		
16	OH	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Local Operator Assistance Service				20.29%	NA		
16	OH	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Local Directory Assistance				20.29%	NA		
16	OH	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance National Directory Assistance (NDA), per call				$ 0.65	NA		per call
16	OH	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Reverse Directory Assistance (RDA), per call				$ 0.65	NA		per call
16	OH	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Business Category Search (BCS), per call				$ 0.65	NA		per call
16	OH	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Call Completion (DACC), per call				$ 0.15	NA		per call
16	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Business - Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$ 1,800.00		per Switch
16	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Business - Branding and Reference/Rate Look Up, per OS/DA call				$ 0.03			per call
16	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Business - Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
16	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Business - Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Toll				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Centrex ACS (Plexar)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) ACS AT&T Ohio Centrex Network Manager				0.00%	0.00%		
16	OH	RESALE APPLICABLE DISCOUNTS	Business - Private Line Analog Private Lines				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Private Line Channel Services				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence 1 Party				20.29%	20.29%		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	OH	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Measured				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling Extended Area Service				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Anonymous Call Rejection				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Repeat Dialing (Auto Redial)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Blocker				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Busy Line				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Busy Line/Don’t Answer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Don’t Answer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Automatic Call-Back (Call Return)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Automatic Call-Back Per Use (Call Return - Usage Sensitive)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Trace				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Waiting				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Caller ID with Name (Calling Name)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Caller ID (Calling Number)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Remote Access to Call Forwarding (GF)				0.00%	0.00%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Interstate, Interexchange				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Intrastate				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Interstate, International				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Intrastate, Interexchange				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF to 800				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF Additional				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Selective Call Forwarding				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Speed Calling 8				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Three Way Calling				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Screening				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Busy Line Transfer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Alternate Answer				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Message Waiting - Tone				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Easy Call				20.29%	20.29%		

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16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services AT&T Ohio Privacy Manager				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Name and Number Delivery Service				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - ISDN				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Grandfathered Services				0.00%	0.00%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Promotions (Greater than 90 Days)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - TouchTone				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Home Services Packages				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Custom and Dedicated 800 Service (Home 800)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll IntraLATA MTS				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll 900/976 Call Blocking (900/976 Call Restriction)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll 976 (976 Information Delivery Service)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Access Services (See Current Access Tariff)				0%	0%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Additional Directory Listings				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Carrier Disconnect Service (Company Initiated Suspension Service)				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Connection Services				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Shared Tenant Service				0%	0%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Restriction				20.29%	20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Residence - Toll Restoral of Service Charge				0%	0%		
16	OH	RESALE APPLICABLE DISCOUNTS	Electronic Billing Information Data (daily usage)				$0.00			
16	OH	RESALE APPLICABLE DISCOUNTS	Local disconnect Report (LDR) Per WTN				$0.00			
16	OH	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Complex (Residence)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Complex (Business)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Simple (Residence)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Simple (Business)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Complex (Residence)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Complex (Business)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Simple (Residence)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Simple (Business)					20.29%		
16	OH	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Complex (Residence)					$ 9.02		
16	OH	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Complex (Business)					$ 9.02		
16	OH	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Simple (Residence)					$ 9.02		
16	OH	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Simple (Business)					$ 9.02		
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					$800.00		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	800 Database - Toll Free Database Query				$0.0000980	NA	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	800 Database - Call Handling and Destination				$0.0000181	NA	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual New - Simple		NRBUQ		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Change - Simple		NRBUO		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Record - Simple		NRBUU		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Disconnect - Simple		NRBUW		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Expedited - Simple		NRMV1		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Manual Customer Not Ready - Simple		NRMV5		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - ManualDue Date Change or Cancellation - Simple		NRMV3		NA	$5.00	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic New - Simple		NR9W2		NA	$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Change - Simple		NR9GG		NA	$2.56	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Record - Simple		NR9GU		NA	$0.80	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Disconnect - Simple		NR9GZ		NA	$1.22	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Expedited Simple		NRMV7		NA	$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Customer Not Ready Simple		NRMV9		NA	$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Service Order Charge - Electronic Due Date Change or Cancellation Simple		NRMV8		NA	$2.58	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	PIC Change Charge		NRBL9		NA	$2.58	$0.05	
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				$2.00	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN

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6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second		ZZUO2		$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
5	TX	EMERGENCY NUMBER SERVICES	For each DS0 E911 Trunk Terminated				$39.00	$165.00	$165.00	for each
11	TX	ODUF/EODUF	Provision of Message Detail a.k.a. Daily Usage File (DUF)				$0.000323	NA	NA	
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Basic Time - per half hour		MVV		NA	$21.44	$21.44	per half hour
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Overtime - per half hour		MVV		NA	$28.01	$28.01	per half hour
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Maintenance of Service Charges & Non-Productive Dispatch - Premium Time - per half hour		MVV		NA	$34.59	$34.59	per half hour
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Local Exchange Serivce - Business 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Local Exchange Serivce - Business - Multi-Line Hunting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Local Exchange Serivce - Business - Measured				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Local Exchange Serivce - Business - Measured (HTG Class of Service)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Customer Operated Pay Telephone (COPT)				0.00%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - EMS - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Expanded Local Calling (Mandatory)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Extended Area Calling Service - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - Hotel/Motel Measured Trunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - Multi-Line Hunting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - One element measured, 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory EACS - PBX Trunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling - Mandatory Extended Area Calling Service (EACS) - 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Anonymous Call Rejection				21.60%	21.60%		

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16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Auto Redial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Auto Redial - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Blocker				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Busy Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Busy Line/Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Forwarding - Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Return				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Return - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Trace				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Call Waiting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Calling Name				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Calling Number				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - ComCall®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (1 dependent number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Priority Call				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Remote Access to Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Selective Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Simultaneous Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Speed Calling 8				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Speed Calling 30				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services - Three Way Calling				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 100 - Category 1)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (First Block of 10 - Category 1)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 after first 10 - Category 1)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 100 after first 100 - Category 2)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (with dial pulse)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (with Multifrequency)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (with Dual-Tone Multifrequency)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (1st 10 Trunks or access lines)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (11th thru 50th trunk or network access line)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - DID (51st trunk or network access line)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Trunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Area Wide Networking				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Caller Intellidata®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Disaster Routing Service				21.60%	21.60%		

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16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Intelligent Redirectsm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - IntelliNumber				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - AIN - Positive ID				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Customer Alerting Enablement				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Grandfathered Services				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Hot Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Hunting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Night Number associated with Telephone Number				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Night Number associated with a Terminal				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Bundled Telecommunications Services (e.g., the Works)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Promotions (Greater than 90 days)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Preferred Number Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Telebranch®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone (Business)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - TouchTone (Trunk)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Voice Dial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Other - Warm Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Data Services - Gigabit Ethernet Metropolitan Area Network (GigaMAN)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Data Services - PBX Trunks				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Data Services - DS3				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Digilinesm (ISDN BRI)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Select Video Plus®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - Smart Trunksm (ISDN PRI)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - ISDN - SuperTrunk				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Toll - IntraLATA MTS				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Toll - MaxiMizer 800®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Toll - OutWATS				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling - 1+SAVERsm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Plexar I®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Plexar II®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Plexar Custom				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Analog Private Lines				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Business Video Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - DOVLink				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Frame Relay				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink I®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink II®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MegaLink III®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - MicroLink I®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Business - Private Line - Network Reconfiguration Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Local Exchange Service - Residence Measured				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling (Mandatory)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Mandatory Extended Area Calling Service (EACS) - 1 Party				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Mandatory EACS - One element measured, 1 Party				21.60%	21.60%		

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16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - EMS - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling - Extended Area Calling Service - Optional				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Anonymous Call Rejection				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Auto Redial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Auto Redial - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Blocker				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Busy Line/Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Forwarding - Don't Answer				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Return				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Return - Usage Sensitive				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Trace				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Call Waiting				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Name				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Calling Number				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - ComCall®				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (1 dependent number)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 1st number)				21.60%	21.60%		1st number
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Personalized Ring (2 dependent numbers - 2nd number)				21.60%	21.60%		2nd number
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Priority Call				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Remote Access to Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Selective Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Simultaneous Call Forwarding				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Speed Calling 8				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services - Three Way Calling				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - ISDN - Digiline sm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Customer Alerting Enablement				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Grandfathered Services				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Hot Line				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Bundled Telecommunications Services (e.g., the Works)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Promotions (Greater than 90 days)				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Preferred Number Service				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - TouchTone				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Voice Dial				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Residence - Other - Warm Line				21.60%	21.60%		
16	TX	OTHER RESALE - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Services				21.60%	NA	NA	

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16	TX	OTHER RESALE - DIRECTORY ASSISTANCE SERVICES	Local Operator Assistance Services				21.60%	NA	NA	
16	TX	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding - Resellers - Initial/Subsequent Load, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per OCN
16	TX	OTHER RESALE - OS/DA AUTOMATED CALL GREETING	Branding - Resellers - Per Call		ZZUCB		$0.03	NA	NA	per call
16	TX	OTHER RESALE - OS/DA REFERENCES/RATES	Rate Reference - Resellers - Initial Load per OCN		NRBDL		NA	$5,000.00	NA	Per OCN
16	TX	OTHER RESALE - OS/DA REFERENCES/RATES	Rate Reference - Resellers - Subsequent Load per OCN		NRBDM		NA	$1,500.00		Per OCN
16	TX	RESALE - DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
16	TX	RESALE - DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Home 800sm				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - IntraLATA MTS				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - 900/976 Call Restriction				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - 976 Information Delivery Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Access Services				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Additional Directory Listings				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Bill Plus				5%	5%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Cellular Mobile Telephone Interconnection Services				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Company Initiated Suspension Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Connections with Terminal Equipment and Communications Equipment				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Consolidated Billing				5%	5%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Construction Charges				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Customer Initiated Suspension Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Distance Learning				21.60%	21.60%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Exchange Connection Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Maintenance of Service Charges				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Shared Tenant Service				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll - Telecommunications Service Priority Systems				0%	0%		
16	TX	RESALE APPLICABLE DISCOUNTS	Toll Restriction				21.60%	21.60%		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic Billing Information Data (daily usage) per message				$0.003	NA		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Simple conversion charge per billable number				NA	$16.65		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Electronic conversion orders per billable number				NA	$5.00		
7	TX	OPERATIONS SUPPORT SYSTEMS (OSS)	Complex conversion orders per billable number				NA	$52.55		

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7	WI	OPERATIONS SUPPORT SYSTEM (OSS)	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP		NA	$ 71.00	NA	
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / if applicable, per call	XPU	OPEN		$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		$ 0.15	NA	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN					$ 1,800.00		
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding Per call	XPU	OPEN		$ 0.03			per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	$ 800.00	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00	NA	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	$ 1,500.00		per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load					$ 1,800.00		
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		$ 0.03			
6	WI	OPERATOR CALL PROCESSING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					$ 800.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					$ 5,000.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load					$ 1,500.00		
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for initial load					$ 0.040	NA	per listing
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for subsequent updates				$ 0.060		NA	per listing
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Digital DS1 Interface				$ 333.02	$ 1,231.58		
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Each DSO installed				NA	$ 642.28		
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		$ 26.29	$ 737.59		
5	WI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			$ 496.46		
5	WI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		$ 3.90			100 records or part thereof
5	WI	EMERGENCY NUMBER SERVICES	911 Selective Router Switch Administration - Per Selective Router				$ 6.05	$ 2,318.07		Per Selective Router
11	WI	ODUF/EODUF SERVICES	Daily Usage Feed (DUF), per message		USAGE		$ 0.000531			per message
16	WI	RESALE APPLICABLE DISCOUNTS	Local Exchange Service Business 1 Party				17.50%	27.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Local Exchange Service Business - Measured				17.50%	27.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Other Customer Operated Pay Telephone (COPT)				0.00%	27.50%		

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16	WI	RESALE APPLICABLE DISCOUNTS	Business - Expanded Local Calling Extended Area Service				20.00%	20.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Anonymous Call Rejection				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical ServicesRepeat Dialing (Auto Redial)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical ServicesRepeat Dialing-Per Use (Auto Redial - Usage Sensitive)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Blocker				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical ServicesCall Forwarding				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Busy Line/Don't Answer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Forwarding - Don't Answer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack (Call Return)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Automatic CallBack-Per Use (Call Return - Usage Sensitive)				25.00%	25.00%		Per Use
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Trace				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Waiting				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID WithName (Calling Name)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Caller ID (Calling Number)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service -1 (Personalized Ring - 1 Dependent Number)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Access to Call Forwarding (Grandfathered)				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Selective Call Forwarding				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Multi-Path Call Forwarding (Simultaneous Call Forwarding)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Remote Call Forwarding-Per Feature				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, Interexchange				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Interstate, International				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF, Intrastate, Interexchange				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF to 800				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services RCF Additional				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 8				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Speed Calling 30				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Three Way Calling				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Call Screening				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Busy Line Transfer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Alternate Answer				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Message Waiting - Tone				25.00%	25.00%		

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16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Easy Call				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Prime Number Service				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services AT&T Wisconsin Privacy Manager				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Vertical Services Name and Number Delivery Service				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - DID				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Trunk				17.50%	17.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - AIN Area Wide Networking				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Wisconsin Switch Alternate Routing (ANSAR)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - AIN AT&T Wisconsin Customer Location Alternate Routing (ACLAR)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Grandfathered Services				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Promotions (Greater than 90 days)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - TouchTone (Business)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - TouchTone (Trunk)				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - 976 (976 Information Delivery Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Access Services (See Current Access Tariff)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Additional Directory Listings				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Connection Services				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Shared Tenant Service				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services Gigabit Ethernet Metropolitan Area Network (GigaMAN)				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services PBX Trunks				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services Multi-Service Optical Network (MON)				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services OCn-PTP				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services ADTS-E				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS0				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS1				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Data Services DS3				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - ISDN				9.70%	9.70%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Directory Assistance Services				15.00%	15.00%		discount
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Local Operator Assistance Service				15.00%	15.00%		discount
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - Reverse Directory Assistance (RDA)				$ 0.65	NA		
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - National Directory Assistance (NDA), per call				$0.65	NA		per call
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - Business Category Search (BCS), per call				$0.65	NA		per call
16	WI	DIRECTORY ASSISTANCE SERVICES	Business - Directory Assistance Call Completion (DACC), per call				$0.15	NA		per call
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Business - Directory Assistance Automated Call Greeting and References Branding - Other - Initial/Subsequent Load, per switch				NA	$1,800.00	$1,800.00	per switch

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Business - Directory Assistance Automated Call Greeting and References Branding and Reference/Rate Look Up, per OS/DA call				$0.03	NA	NA	per OS/DA call
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					$ 800.00		
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE REATE/REFERENCES	Business - Directory Assistance Automated Call Greeting and References Rate Reference - Initial Load, per state, per OCN				NA	$5,000.00		per state, per OCN
16	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE REATE/REFERENCES	Business - Directory Assistance Automated Call Greeting and References Rate Reference - Subsequent Load, per state, per OCN				NA	$1,500.00		per state, per OCN
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Toll				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Optional Toll Calling Plans				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) AT&T Wisconsin Centrex Service ACS				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Centrex (Plexar) AT&T Wisconsin Centrex Network Manager				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Private Line Analog Private Lines				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Business - Private Line Channel Services				8.00%	8.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence 1 Party				14.50%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence Local Exchange Service Residence Measured				14.50%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Expanded Local Calling Extended Area Service				17.50%	17.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Anonymous Call Rejection				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Repeat Dialing (Auto Redial)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Repeat Dialing - Per Use (Auto Redial - Usage Sensitive)				23.00%	23.00%		Per Use
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Blocker				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Busy Line				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Busy Line/Don't Answer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Forwarding - Don't Answer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Automatic Call-Back (Call Return)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Automatic Call-Back Per Use (Call Return - Usage Sensitive)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Trace				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Waiting				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Caller ID with Name (Calling Name)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Caller ID (Calling Number)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)				23.00%	23.00%		

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16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Remote Access to Call Forwarding (GF)				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Interstate, Interexchange				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Intrastate				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Interstate, International				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF, Intrastate, Interexchange				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF to 800				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services RCF Additional				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Selective Call Forwarding				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Speed Calling 8				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Three Way Calling				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Call Screening				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Busy Line Transfer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Alternate Answer				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Message Waiting - Tone				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Easy Call				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services AT&T Wisconsin Privacy Manager				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Vertical Services Name and Number Delivery Service				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - ISDN				9.70%	9.70%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Directory Assistance Services				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Local Operator Assistance Service				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Grandfathered Services				0.00%	0.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Promotions (Greater than 90 Days)				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - TouchTone				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Home Services Packages				23.00%	23.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - 900/976 Call Blocking (900/976 Call Restriction)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - 976 (976 Information Delivery Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Access Services (See Current Access Tariff)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Additional Directory Listings				15.00%	15.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Carrier Disconnect Service (Company Initiated Suspension Service)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Connection Services				25.00%	25.00%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Premise Services/Line Backer (Maintenance of Service Charges)				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Shared Tenant Service				0%	0%		
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Restoral of Service Charge							
16	WI	RESALE APPLICABLE DISCOUNTS	Residence - Toll				21.50%	21.50%		
16	WI	RESALE APPLICABLE DISCOUNTS	Electronic Billing Information Data (daily usage) per message				$ 0.000531			per message
16	WI	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Residence							
16	WI	RESALE APPLICABLE DISCOUNTS	Line Connection Charge Business							
16	WI	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Residence							

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
16	WI	RESALE APPLICABLE DISCOUNTS	Service Order/Service Request Charge Business							
16	WI	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Residence							
16	WI	RESALE APPLICABLE DISCOUNTS	Non-Electronic (Manual) Service Order Charge Business							