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March 19, 2010

VIA HAND DELIVERY

filed electronically in docket office on 03/19/10

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

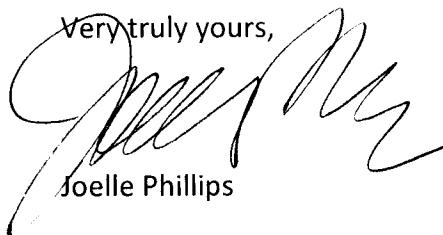
Re: *Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Sprint Communications Company, L.P.*
Docket No. 10-00043

Dear Chairman Kyle:

Enclosed for filing in the referenced docket are the original and four copies of AT&T's *Petition* in the referenced matter. Due to volume, exhibits are being provided on CD ROM.

Copies have been provided to the Agent for Service of Process for Sprint Communications Company, L.P..

Very truly yours,



Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Sprint Communications Company, L.P.*

Docket No. _____

PETITION OF BELL SOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE FOR SECTION 252(b) ARBITRATION

Pursuant to Section 252(b) of the Telecommunications Act of 1996 ("1996 Act"), BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T Tennessee") files this Petition for Arbitration ("Petition") seeking resolution of certain issues arising between Sprint Communications Company L.P. ("Sprint CLEC") and AT&T Tennessee in the negotiation of an Interconnection Agreement ("ICA"). AT&T Tennessee states as follows:

A. STATEMENT OF FACTS

1. AT&T Tennessee is a corporation organized and existing under the laws of the State of Georgia, maintaining its principal place of business in Tennessee at 333 Commerce Street, Nashville, Tennessee. AT&T Tennessee is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is authorized to provide telecommunications services in the state of Tennessee.

2. Sprint Communications Company L.P., a Delaware limited partnership, is a competitive local exchange carrier under the 1996 Act and is authorized by the Authority to provide telecommunications service in Tennessee. Sprint CLEC is a "telecommunications

carrier” under the 1996 Act and its principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

3. AT&T Tennessee and Sprint CLEC are currently parties to an ICA that was initially approved on September 9, 2002, by the Authority in Docket No. 02-00836, and, by mutual agreement, was amended from time to time. The amendments were filed with and approved by the Authority. That ICA was subsequently extended by an amendment filed with the Authority in Docket No. 07-00132 and approved by Order dated January 25, 2008, and its term expires on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of ICA or otherwise) until a new ICA is negotiated and signed by the parties.

4. In anticipation of the expiration of the current ICA, and pursuant to the terms of that ICA, Sprint CLEC sent AT&T Tennessee a written request for negotiation of a new interconnection agreement on August 13, 2009. Sprint requested that the current interconnection agreement between AT&T Tennessee and Sprint in Tennessee be used as the starting point for negotiations. A copy of the letter is attached hereto as Exhibit A.

5. Thereafter, AT&T Tennessee provided a draft of the proposed successor interconnection agreement to Sprint CLEC, and the parties have negotiated the terms and conditions of the proposed agreement.

B. JURISDICTION AND TIMING

6. Section 252(b)(1) of the 1996 Act allows either party to the negotiation to request arbitration during the period between the 135th day and the 160th day from the date the request for negotiation was received. By agreement of the parties, Sprint CLEC’s request

for negotiation was received October 12, 2009. Accordingly, the “arbitration window” closes on March 21, 2010, and this Petition is timely filed.

7. Section 252(b)(4)(C) of the 1996 Act requires the Authority to render a decision in this proceeding within nine months after the date upon which the request for interconnection negotiations was received. Accordingly, the 1996 Act requires the Authority to render a decision in this proceeding, absent an agreed extension, not later than July 12, 2010.

C. ISSUES FOR ARBITRATION

8. Although the parties have engaged in negotiations, many open issues remain. AT&T Tennessee hopes the parties will be able to resolve some or many of the disputed issues before hearing.

9. AT&T Tennessee submits herewith as Exhibit B the proposed interconnection agreement that reflects the parties’ disagreements as they stand as of the date of this filing. Most of the language in Exhibit B is in normal font; the parties have agreed on that language. Language that AT&T Tennessee proposes and Sprint CLEC opposes is **bold and underlined**. Language that Sprint CLEC proposes and AT&T Tennessee opposes is in ***bold italics***.

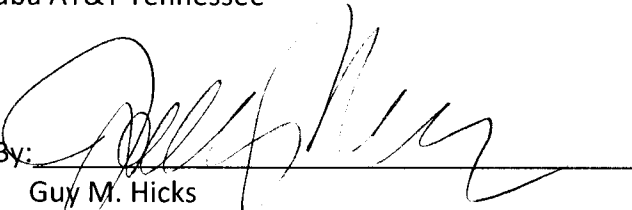
10. Also submitted herewith, as Exhibit C, is an issues matrix or Decision Point List (“DPL”) that identifies the issues set forth for arbitration. The DPL assigns an Issue Number to each passage (or related passages) of disputed language, and, for each issue, identifies the issue presented and sets forth in short form AT&T Tennessee’s position on the issue and Sprint CLEC’s position as AT&T Tennessee understands it.

11. Pursuant to 47 U.S.C. § 252(b)(2)(B), AT&T Tennessee is providing a copy of this Petition and the accompanying documentation to Sprint CLEC on the day on which this Petition is filed with the Authority.

WHEREFORE, AT&T Tennessee respectfully requests that the Authority arbitrate the open issues set forth in this Petition, and enter an Order directing that AT&T Tennessee's positions on the issues raised herein be incorporated into the Interconnection Agreement between Sprint CLEC and AT&T Tennessee. Further, AT&T Tennessee requests such other, more general or specific relief as is just and proper under the circumstances.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
dba AT&T Tennessee

By: 

Guy M. Hicks

Joelle Phillips

333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorneys for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on March 19, 2010, a copy of the foregoing document was served on the following, via the method indicated:

- ☒ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☐ Electronic

Sprint Communications Co., LP
c/o CSC/Prentice Hall
2908 Poston Ave
Nashville, TN 37203

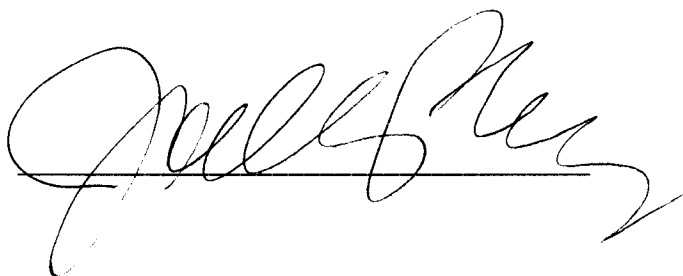
A handwritten signature in cursive script, appearing to read "Julie B. King", is written over a horizontal line.

Exhibit A

Sprint

Sprint – Access Strategy

Mailstop: KSOPHA0310-3B320
6330 Sprint Parkway
Overland Park, KS 66251
Voice: (913) 762-4070
Fax: (913) 762-0117
Fred.Broughton@Sprint.com

August 13, 2009

Via Overnight and Electronic Mail:

Ms. Lynn Allen-Flood
BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
34S91
Atlanta, GA 30375
la2177@att.com

Mr. Randy Ham
BellSouth Telecommunications, Inc.
600 N. 19th St.
8th Floor
Birmingham, AL 35203
rh8556@att.com

Via Overnight Mail:

BellSouth Telecommunications, Inc.
CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

BellSouth Telecommunications, Inc.
General Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Re: Sprint Nextel / BellSouth Interconnection Negotiations for Commonwealth of Tennessee

Dear Lynn and Randy:

Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended (“Act”), General Terms and Conditions – Part A Section 3 of the parties’ current interconnection agreements (“Section 3”), and AT&T Merger Commitment No. 3¹, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR,

¹ *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum and Opinion, at p. 149, Appendix F, Merger Commitment No. 3 under “Reducing Transaction Costs Associated with Interconnection Agreements”, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) which provides: “The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing agreement as the starting point for negotiating a new agreement.”

Letter
Lynn Allen Flood
Randy Ham
August 13, 2009
Page 2

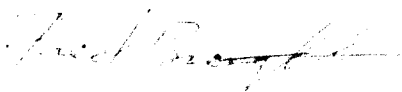
Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T") using the parties' pre-existing Tennessee interconnection agreement ("Tennessee ICA") as the starting point for such negotiations.

Sprint is agreeable to a 3-year extension of the existing Tennessee ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the Tennessee ICA that reflects any and all changes that AT&T seeks to the Tennessee ICA. Sprint recognizes that in the context of Tennessee ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the Tennessee ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Tennessee ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the Tennessee ICA, Sprint can determine what, if any, proposed changes it may have to the Tennessee ICA and at that point propose the scheduling of an initial negotiation call.

Pursuant to 47 U.S.C. § 252(b)(1), AT&T's receipt of Sprint's request for negotiations commences the statutory day 135 and 160 timelines for filing an arbitration petition under the Act. Using AT&T's e-mail receipt of this letter on August 14, 2009, Sprint calculates the respective statutory 135 and 160 days to be December 26, 2009 and January 20, 2010.

Please acknowledge to me by way of e-mail, facsimile or U.S. Mail that you have received this letter, whether AT&T agrees with Sprint's statutory timeline calculations, and when Sprint can expect to receive AT&T's redline of the Tennessee ICA.

Sincerely,



Fred Broughton

cc: Mr. Ralph Smith
Mr. Joseph P. Cowin
Mr. Joseph M. Chiarelli

Exhibit B

AGREEMENT

THIS INTERCONNECTION AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee (“AT&T” or “AT&T-9STATE”) and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as “Sprint”), a Delaware Limited Partnership (“the Agreement”). This Agreement may refer to either AT&T or Sprint or both as a “Party” or “Parties”, and is made effective on TBD (“Effective Date”). All rates in this Agreement are made effective thirty (30) calendar days following the date of the last signature of the Parties.

RECITALS

WHEREAS, AT&T is an Incumbent Local Exchange Carrier (“ILEC”) authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint CLEC is a non-incumbent or “competitive” Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier and has requested that AT&T-9STATE negotiate an Agreement with Sprint for the provision of **Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale services**, pursuant to the **Telecommunications Act of 1996 (the “Act”)** and in conformance with AT&T-9STATE’s duties under the Act.

NOW THEREFORE, in consideration of the terms and agreements contained herein, AT&T-9STATE and Sprint mutually agree as follows:

1. *Purpose and Scope*
 - 1.1 This Agreement specifies the rights and obligations of the parties with respect to the implementation of their respective duties under **Sections 251 and 252** of the Act.
 - 1.2 ***Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.***

Legend:

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- 1.3 ***Interconnected VoIP Service.*** *The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic.*
- 1.4 ***Sprint Wholesale Services.*** *This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.*
- 1.5 ***Affiliates and Network Managers***
- 1.5.1 ***Nothing in this Agreement shall prohibit Sprint from enlarging its wireless network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter "Network Manager(s)") for the construction and operation of a wireless system under a Sprint or Sprint Affiliate license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&T-9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.***
- 1.5.2 ***A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this***

Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement.

1.5.3 Upon Sprint's providing AT&T-9STATE a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.

1a Scope of Obligations:

1a.1 Notwithstanding anything to the contrary contained herein, AT&T-9STATE's obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which AT&T-9STATE 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 service to End Users identified to be residing in such ILEC Territory; and assets that AT&T-9STATE owns or leases and which are used in connection with AT&T-9STATE's provision to CLEC of any Interconnection Services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

1a.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-9STATE agrees to provide CLEC with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T-9STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-9STATE is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to CLEC in AT&T-9STATE's incumbent local Exchange Areas. AT&T-9STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-9STATE's incumbent local Exchange Areas. In addition, AT&T-9STATE is not obligated to provision 251(c)(3) UNEs or to provide access to (251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-9STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T-9STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.

1a.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T-9STATE under this Agreement, the Parties

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agree and acknowledge that their intent is for the Agreement to comply with ***Section 1a.2 above***, and require only the provision of Section 251(c)(3) UNEs.

2. Term of the Agreement

In AT&T-9STATE the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

2.1 The initial term of this Agreement in a given state in which AT&T-9STATE operates is **three (3) two (2) years** from the date that the Agreement is approved by the Commission in that state (Initial Term”) and shall **expire as of [TBD] thereafter automatically renew on a year-to-year basis (“Renewal Term”).** **The Initial Term and a Renewal Term are respectively referred to herein as the Term. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.**

2.2 Termination for Nonperformance or Breach:

2.2.1 **Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party. Upon Commission approval, a Party (“Non-Defaulting Party”) may terminate this Agreement to the extent authorized by the Commission.** if the other Party (“Defaulting Party”) either: a) fails to perform a material obligation or breaches a material term of this Agreement and fails to cure such nonperformance or breach within sixty (60) calendar days after written notice thereof **then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party;** or, b) at any time during the term of this Agreement, AT&T-9STATE is unable to contact Sprint pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement, **then AT&T-9STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.**

2.3 Termination of Agreement after Initial Term Expiration

2.3.1 Where Sprint has no End Users or is no longer purchasing any services under this Agreement Sprint may terminate the Agreement by providing “notice of termination” to AT&T-9STATE at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.

2.3.2 2.3.1 Where Sprint has End Users and/or is purchasing **Interconnection products and/or services** under this Agreement and **either Party seeks to terminate this** *the Agreement is terminated by mutual consent or pursuant to Section 2.2*, Sprint shall cooperate in good faith to effect an orderly transition of service under this Agreement. **Unless termination results from the wrongful conduct of AT&T,** Sprint shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier upon termination of the Term of this Agreement.

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2.3.3 **2.3.2** If at any time within one hundred eighty (180) days **or any time thereafter of the expiration of the Term**, if either Party serves **"notice of termination"**, **the Party who receives such notice shall have ten (10) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. When Sprint receives notice of termination from AT&T-9STATE, Sprint shall identify the action to be taken in each of the applicable state(s). If Sprint wishes to pursue a successor agreement with AT&T-9STATE, Sprint shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-9STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of Sprint's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement** *a notice to re-negotiate or terminate the Agreement ("Notice") in a given State in which AT&T-9STATE operates ("Noticing Party"), the Party who receives such Notice ("Receiving Party") shall have thirty (30) calendar days to provide the Noticing Party written confirmation ("Response") indicating whether the Receiving Party wishes to a) continue to use the existing Agreement, b) negotiate modifications or a replacement agreement, which in either case would constitute a Subsequent Agreement ("Subsequent Agreement"), or c) proposes, or agrees to a proposed. termination of the Agreement. Upon receipt of the Response, the Noticing Party shall have fifteen (15) days to provide a written reply (the "Reply") to the Receiving Party indicating whether the Noticing Party will d) continue to use the existing Agreement, e) desires a Subsequent Agreement, or f) agrees to a proposed termination, If the Response and Reply do not reflect mutual consent to either terminate the Agreement or that it continue in its present form without modification, then the Response and Reply shall be treated as the Parties' mutual written request to commence negotiations for a Subsequent Agreement under Sections 251/252 of the Act in each of the state(s) in which the Subsequent Agreement will apply ("Mutual Negotiation Request"). The date of such Mutual Negotiation Request for the purpose of initiating the statutory one hundred thirty-five (135) day negotiation window shall be the date the Receiving Party receives the Reply, and the Parties shall thereafter promptly commence good faith negotiations for a Subsequent Agreement for such State(s).*

the Party who receives such notice (*"Receiving Party"*) shall have **thirty (30)** *ten (10)* calendar days to provide the noticing Party with written confirmation (*"Response"*), indicating whether the **Receiving Party who receives notice** wishes to **pursue a successor agreement or terminate the Agreement** *to a) continue to use the existing Agreement, b) negotiate modifications or a replacement agreement, which in either case would constitute a Subsequent Agreement ("Subsequent Agreement"), or c) proposes, or agrees to a proposed. termination of the Agreement. Upon receipt of the Response, the Noticing Party shall have fifteen (15) days to provide a written reply (the "Reply") to the Receiving Party indicating whether the Noticing Party will d) continue to use the existing Agreement, e) desires a Subsequent Agreement, or f) agrees to a proposed termination, If the Response and Reply do not reflect mutual consent to either terminate the Agreement or that it continue in its present form without modification, then the Response and Reply shall be treated as the Parties' mutual written request to commence negotiations for a Subsequent Agreement under Sections 251/252 of the Act in each of the state(s) in which the Subsequent Agreement will apply ("Mutual Negotiation Request"). The date of such Mutual Negotiation Request for the purpose of initiating the statutory one hundred thirty-five (135) day negotiation window shall be the date the Receiving Party receives the Reply, and the Parties shall thereafter promptly commence good faith negotiations for a Subsequent Agreement for such State(s).*

When Sprint receives notice of termination from AT&T-9STATE, Sprint shall identify the action to be taken in each of the applicable state(s). If Sprint wishes to pursue a successor agreement with AT&T-9STATE, Sprint shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-9STATE under Sections 251/252 of the Act and

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Sprint bold italics

identify each of the state(s) to which the successor agreement will apply. Upon receipt of Sprint's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a success agreement.

*2.3.3 The Parties shall continue to provide services to one another pursuant to the rates, terms and conditions set forth in this Agreement until a Subsequent Agreement becomes effective between the Parties, or the Agreement is terminated pursuant to either mutual agreement of the Parties or Section 2.2. Neither Party shall refuse to provide services to the other Party during the negotiation of a **successor agreement** **Subsequent Agreement** or the transition from this Agreement to a **successor agreement** **Subsequent Agreement**.*

2.3.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, AT&T-9STATE shall continue to offer services to Sprint pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.

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

2.5 If good-faith negotiations do not result in a negotiated Subsequent Agreement, and neither Party files for arbitration within the statutory clock established in the Act under Section 252(b) (or, a mutually agreed extension thereof), then the Agreement shall continue on its original year-to-year basis as provided in Section 2.1 subject to either Party sending a new, timely Notice to re-negotiate or terminate the Agreement as provided in Section 2.3.2.

2a.1 Referenced Documents:

2a.1.1 Any reference throughout this Agreement to an industry guideline, AT&T-9STATE's technical guideline or referenced AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website.

2a.2 References:

2a.2.1 References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.

2a.3 Tariff References:

2a.3.1 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-9STATE 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-9STATE provides such services as a result of detariffing or deregulation.

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Sprint bold italics

2a.3.2 Wherever the term “customer” is used in connection with AT&T-9STATE’s retail tariffs, the term “customer” means the ultimate consumer or the End User of any tariffed service.

2a.3.3 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T-9STATE incumbent ILEC states, CLEC agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T-9STATE under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.

2a.4 Conflict in Provisions:

2a.4.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda.

2a.5 Joint Work Product:

2a.5.1 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.

2a.6 Incorporation by Reference:

2a.6.1 All of the rates, terms and conditions (“Provisions”) set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection Service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.

2a.7 Non-Voluntary Provisions:

2a.7.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-9STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively “Non-Voluntary Arrangement(s)”). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Modification of Agreement provisions of the Agreement to re-negotiate such affected provisions. Except to the extent otherwise required by law or regulatory action, the Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement.

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2a.8 State-Specific Rates, Terms and Conditions:

2a.8.1 For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state (“state-specific terms”). State-specific terms, as the phrase is described above, have been negotiated 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.

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2a.10 Intentionally left blank.

2a.11 Responsibilities of the Parties

2a.11.1 Each Party is individually responsible to provide the non-Interconnection Facilities within its own network that are necessary for routing, transporting and billing traffic that is exchanged subject to this Agreement, and to deliver such traffic to its applicable destination or delivery point. *The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.*

2a.11.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

2a.11.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

2a.11.4 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.

2b Insurance

2b.1 At all times during the term of this Agreement, Sprint *each Party* CLEC’s 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:

2b.1.1 With respect to *each Party’s Sprint’s* performance under this Agreement, and in addition to Sprint’s obligation to indemnify, *each Party Sprint* shall at its sole cost and expense:

2b.1.1.1 maintain the insurance coverage and limits required by this Section 2b and any additional insurance and/or bonds required by law:

2b.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

2b.1.1.2a with respect to any coverage maintained in a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this

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Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement;Intentionally left blank

2b.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 2b from the time when the subcontractor begins work, throughout the term of the subcontractor’s work; and ***with respect to any coverage maintained on a “claims-made” policy, for two (2) years thereafter.***

2b.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of “A-” or better and a Financial Size Category of “VII” or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers’ Compensation insurance, **CLEC a Party** may procure insurance from the state fund of the state where work is to be performed; and

2b.1.1.4 upon request, deliver to or otherwise make available through web-access, to the requesting party evidence AT&T-9STATE certificates of insurance stating the types of insurance and policy limits. A Party CLEC shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to the other Party AT&T-9STATE. A Party CLEC shall deliver such certificates also provide such requested evidence or web access:

2b.1.1.4.1 **prior to execution of this Agreement and prior to** commencement of any ***Work that requires insurance, and;***

2b.1.1.4.2 **prior to expiration of any insurance policy required in this Section 2b for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.**

2b.1.2 The Parties agree:

2b.1.2.1 the failure of ***a Party AT&T-9STATE*** to demand ***evidence of or web access to such evidence such certificate*** of insurance or failure of ***a Party AT&T-9STATE*** to identify a deficiency will not be construed as a waiver of ***the other Party’s CLEC’s*** obligation to maintain the insurance required under this Agreement;

2b.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect ***a Party CLEC***, nor be deemed as a limitation on ***a Party’s CLEC*** liability to ***the other Party AT&T-9STATE*** in this Agreement;

2b.1.3 **CLEC A Party** may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

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2b.1.2.4 **CLEC** *the insuring Party* is responsible for any deductible or self-insured retention.

2b.2 The insurance coverage required by this Section 2b includes:

2b.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

2b.2.1.1 \$500,000 for Bodily Injury – each accident; and

2b.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and

2b.2.1.3 \$500,000 for Bodily Injury by disease – each employee.

2b.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-9STATE *the other Party*, its Affiliates, and their directors, officers and employees.

2b.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, **CLEC a Party** shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

2b.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

2b.2.3.1 \$2,000,000 General Aggregate limit; and

2b.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

2b.2.3.3 \$1,000,000 each occurrence limit for Personal Injury **and Advertising Injury; and**

2b.2.3.4 **\$2,000,000 Products/Completed Operations Aggregate limit; and**

2b.2.3.5 **\$1,000,000 each occurrence limit for Products/Completed Operations; and**

2b.2.3.6 **\$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).**

2b.2.4 Intentionally left blank. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-9STATE's premises with limits of at least:

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2b.2.4.1 \$10,000,000 General Aggregate limit; and

2b.2.4.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and

2b.2.4.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and

2b.2.4.4 \$10,000,000 Products/Completed Operations Aggregate limit; and

2b.4.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and

2b.2.4.6 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).

2b.2.5 The Commercial General Liability insurance policy must:

2b.2.5.1 include AT&T-9STATE each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-9STATE. Upon request each Party shall provide a copy of or web access to the Additional Insured endorsement to AT&T-9STATE other Party. The Additional Insured endorsement may either be specific to AT&T-9STATE each Party or may be “blanket” or “automatic” addressing any person or entity as required by contract. Upon request a A copy of or web access to the Additional Insured endorsement must be provided within sixty (60) calendar days of such request; execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-9STATE each Party, its Affiliates, and their directors, officers and employees; and

2b.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T-9STATE each Party.

2b.2.6 Intentionally left blank. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

2b.3 This Section 2b is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

3a End User Fraud

3a.1 AT&T-9STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll, ported numbers, and ABT.

3a.2 The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure

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implemented by a Party are to be cost-effective and implemented in a manner so as not to unduly burden or harm either Party.

- 3a.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 3a.1 above will include providing to the other Party, upon request, information concerning End Users 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.
- 3a.4 AT&T-9STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 3a.5 Sprint understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. Sprint understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. Sprint understands and agrees that it will also need to determine what, if any, action Sprint should take as a result of a Fraud Monitoring System alert.
- 3a.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

4. Ordering Procedures

4.1 The ordering procedures are as detailed in Attachment 6 Ordering and Provisioning of this Agreement, incorporated herein by this reference. Unless contrary to the terms of this Agreement or Applicable Law, the ordering and provision of all services purchased from AT&T-9STATE by Sprint PCS may be set forth in the applicable AT&T-9STATE ordering guide(s). If no such guide exists the Parties will mutually determine the reasonable steps that are necessary to order and provision a requested service provided pursuant to this Agreement. In the event of a conflict between an AT&T-9STATE ordering guide or process, the terms of this Agreement and Applicable Law shall control.

5. Parity

5.1 When Sprint purchases services under this Agreement AT&T-9STATE shall provide said services so that the services shall be at least equal in quality to that provided by AT&T-9STATE to itself, or to any subsidiary, affiliate, or any other party to which AT&T provides such services, and on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms of this Agreement, Section 251(c) and 252 of the Act.

6. White Pages Listings. AT&T-9STATE shall provide Sprint and their customers access to white pages directory listings under the following terms:

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6.1 Listings. AT&T-9STATE or its agent will include Sprint residential and business customer listings in the appropriate White Pages (residential and business) alphabetical directories. There will be no distinction made between Sprint and AT&T-9STATE customer listings.

6.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Sprint or its subscribers provided that Sprint provides subscriber listing information to AT&T-9STATE at no charge.

6.3 Procedures for Submitting Sprint Subscriber Information. AT&T-9STATE will provide to Sprint a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Sprint will be required to provide AT&T-9STATE with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures, which are the same for resale and Unbundled Network Element based services, are detailed in AT&T-9STATE's Local Interconnection and Facility Based Ordering Guide.

6.4 Non-listed/Non-Published Subscribers. Sprint will be required to provide to AT&T-9STATE the names, addresses and telephone numbers of all Sprint customers that wish to be omitted from directories and designated accordingly as either non-published or non-listed.

6.5 Inclusion of Sprint Customers in Directory Assistance Database. AT&T-9STATE will include and maintain Sprint subscriber listings in AT&T-9STATE's directory assistance databases at no charge. AT&T-9STATE and Sprint will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

6.6 Listing Information Confidentiality. AT&T-9STATE will accord Sprint's directory listing information the same level of confidentiality that AT&T-9STATE accords its own directory listing information. AT&T-9STATE shall ensure that access to Sprint customer proprietary listing information will be limited solely to those of AT&T-9STATE and AT&T-9STATE's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. AT&T-9STATE will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

6.7 Optional Listings. Additional listings and optional listings will be offered by AT&T-9STATE at tariffed rates as set forth in the General Subscriber Services Tariff. In addition to a basic White Pages listing, AT&T-9STATE will provide, at the rates set forth in Attachment 1 of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Sprint to offer for resale to Sprint's customers.

6.8 Delivery. AT&T-9STATE or its agent shall deliver White Pages directories to Sprint subscribers at no charge.

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6.9 AT&T-9STATE agrees to provide White Pages distribution services to Sprint customers within ILEC's service territory at no additional charge to Sprint. AT&T-9STATE represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to AT&T-9STATE and to other Sprint customers.

6.10 AT&T-9STATE will not sell or license Sprint's White Pages directory listing information to any third party without Sprint's prior written consent.

7. Bona Fide Request/***New Business Request*** Process for Further Unbundling

7.1 Any request by Sprint for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/***New Business Request***, and shall be submitted to AT&T-9STATE pursuant to the Bona Fide Request/***New Business Request*** process set forth following.

7.2 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T-9STATE has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. AT&T-9STATE will then cease analysis of the request.

7.4 Within two (2) business days of its receipt, AT&T-9STATE shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, AT&T-9STATE shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include AT&T-9STATE's proposed price (plus or minus 25 percent) and state whether AT&T-9STATE can meet Sprint's requirements, the requested availability date, or, if AT&T-9STATE cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why AT&T-9STATE is not able to meet Sprint's requested availability date. AT&T-9STATE also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If AT&T-9STATE does not agree with Sprint's designation, it may utilize the procedures set forth in Section 14 of the General Terms and Conditions of this Agreement. In no event, however, shall any such dispute delay AT&T-9STATE's processing of the request. If AT&T-9STATE determines that it is not able to provide Sprint with a preliminary analysis within thirty (30) days of AT&T-9STATE's receipt of a Bona Fide request, AT&T-9STATE will inform Sprint as soon as

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practicable. Sprint and AT&T-9STATE will then determine a mutually agreeable date for receipt of the preliminary analysis.

7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, AT&T-9STATE shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

7.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.

7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T-9STATE, Sprint will notify AT&T-9STATE in writing of its acceptance or rejection of AT&T-9STATE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&T-9STATE's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to **the dispute resolution provisions of this Agreement** *the General Terms and Conditions of this Agreement, including the filing for Arbitration pursuant to the Act between the 135th day after AT&T-9STATE receives Sprint's Bona Fide Request / New Business Request.*

8. **Law Enforcement.** AT&T-9STATE and Sprint shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

8a. Intercept Devices:

8a.1 Local and federal law enforcement agencies periodically request information or assistance ("Requesting Authority") from a Telecommunications Carrier local telephone service providers. When either Party receives a request ("Receiving Party") associated with an End User of the other Party and the Receiving Party does not provide the network end-office/loop switching (or equivalent facility) functionality to such End User, the Receiving Party will promptly notify the Requesting Authority so that the Requesting Authority may redirect its request to the appropriate Party that provides such functionality. Notwithstanding the foregoing, a Receiving Party shall comply with any valid request of a Requesting Authority, to attach a pen register, trap-and-trace or form of intercept on the Receiving Party's Facilities.

8b Subpoenas:

8b.1 If a Receiving Party receives a subpoena (or equivalent legal demand regardless of nomenclature, e.g. warrant) for information concerning an End User the Receiving Party knows to be an End User of the other Party, and for whom the Receiving Party has no responsive information, the Receiving Party shall promptly notify the person or entity that caused issuance of such subpoena so that it may redirect its subpoena to the other Party.

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8c Emergencies:

8c.1 If a Receiving 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 regarding an End User of the other Party, the Receiving Party will comply with a valid emergency request.

8d Law Enforcement Interface

8d 1 AT&T-9STATE shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. AT&T-9STATE shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

9. Liability and Indemnification

9.1 Liabilities of AT&T-9STATE. Unless expressly stated otherwise in this Agreement, the liability of AT&T-9STATE to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.

9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to AT&T-9STATE resulting from any and all causes shall not exceed the amounts owing AT&T-9STATE under the agreement in total.

9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the services ***Services and Elements*** provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

9.4 No Consequential Damages. Neither Sprint nor AT&T-9STATE shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit AT&T-9STATE's or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal

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property caused by AT&T-9STATE's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.

9.5 **Obligation to Indemnify and Defend.** Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnatee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services **and Elements** provided under this Agreement.

9.6 **Defense; Notice; Cooperation.** Whenever the Indemnatee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request 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. 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 Indemnatee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnatee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnatee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnatee, and the relevant Indemnatee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' 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 relevant Indemnatee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnatee shall 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 Indemnatee and also shall be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any

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indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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.

10. Intellectual Property Rights and Indemnification

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 of this Agreement.

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

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

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(b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

11. Treatment of Proprietary and Confidential Information

11.1 Proprietary and Confidential Information. It may be necessary for AT&T-9STATE and Sprint, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

11.2 Use and Protection, Ownership, Copying and Return of Information.

11.2.1 Recipient shall use Discloser's Information solely for the purpose(s) of performing this Agreement, including the enforcement thereof, and agrees to protect such Information provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except as authorized herein, or as otherwise authorized in writing by the Discloser.

11.2.2 Recipient will use the same standard of care to protect discloser's Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable

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standard of care. Recipient may disclose Discloser's Information solely to the authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

11.2.3 Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Information has been returned or destroyed.

11.3 Exceptions.

11.3.1 Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser, provided that such source lawfully disclosed or independently developed such information; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

11.3.2 If Recipient is required to provide Discloser's Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Information disclosed in response to a written court order, subpoena, regulation or process of law.

11.4 Recipient may also use Discloser's Information for the purposes of negotiation, arbitration or resolution of disputes arising out of this Agreement, or a request by a Sprint Affiliate to adopt this Agreement pursuant to Applicable Law. Nothing herein shall prohibit Recipient from providing Information requested by the FCC, a state regulatory agency, or court with jurisdiction over this Agreement.

11.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

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

11.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11.8 AT&T-9STATE shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.

11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from AT&T-9STATE for purposes of soliciting or winning back AT&T-9STATE's customers.

11.10 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies pursuant to this Agreement.

12. Publicity

12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Assignment

13.1 A Party may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-Affiliated Third Party without the prior written consent of the other Party. Any attempted assignment or transfer that is not permitted is void *ab initio*.

13.2 **a Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing**

sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted here is void *ab initio*.

13.3 *Intentionally left blank.* Corporate Name Change and/or change in "d/b/a" only:

13.3.1 Any change in CLEC's corporate name including a change in the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change under this Section. For any such CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For Resale or any other products not billed in CABS, to the extent a record order is available; a record order charge will apply per End User record. Rates for record orders are contained in the Pricing Schedule.

13.3.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change including a change in d/b/a.

13.4 *Intentionally left blank.* Company Code Change:

13.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "CLEC Company Code Change" under this Section. For the purposes of this section, "assets" means any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided under this Agreement. CLEC shall provide AT&T-9STATE with ninety (90) days advance written Notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-9STATE's consent. AT&T-9STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-9STATE's consent to any CLEC Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-9STATE if requested under the terms of this Agreement.

13.4.2 For any CLEC Company Change, CLEC must submit a service order to AT&T-9STATE changing the OCN/ACNA for each End User record or each circuit ID number as applicable. CLEC shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a Company Code Change. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to this Agreement. In addition, CLEC shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

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14. Resolution of Disputes

14.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

14.2 The foregoing Section 14.1 notwithstanding, except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section 14 shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

15. Taxes

15.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that 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 Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 15a governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty

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(60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

- 15.2 With respect to any purchase under this Agreement of products or services that are resold by the purchasing Party to a Third Party or used as a component part of or integrated into a product or service sold to a Third Party, if any Tax is imposed on or with respect to such sale by the purchasing Party, the purchasing Party shall pay or remit such Tax to the respective Governmental Authority. If the purchasing Party fails to pay or remit any Tax as required by Applicable Law, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such Tax and any interest and penalties thereon. Notwithstanding any other provision of this Agreement, the purchasing Party agrees to protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, any interest or penalties thereon, and any costs or expenses (including attorney fees) incurred by the providing Party as a result of any claim asserted or actions taken by the respective Governmental Authority to assess against or collect from the providing Party any Tax related to any sale by the purchasing Party to a third Party.
- 15.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes 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 expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.

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15.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 15a, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 15a not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 15a, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

15.5 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.

15.6 **All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with the Section for Notice below hereof.**

16. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from

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vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. Adoption of Agreements

AT&T-9STATE shall make agreements available to Sprint in accordance with 47 USC § 252(i) and 47 C.F.R. § 51.809.

18. Modification of Agreement

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

18.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify AT&T-9STATE of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

18.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

18.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or AT&T-9STATE to perform any material terms of this Agreement, Sprint or AT&T-9STATE may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

18.5 If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with Applicable Law, and to effectuate such portions thereof as may be valid without defeating the intent

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of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in this Agreement. The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.

18.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.

18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or Facilities under any applicable and effective AT&T-9STATE tariff or subsequent service offering that results from detariffing/deregulation (collectively “tariffs/service offerings” ***to implement rights or obligations under this Agreement***). Each party hereby incorporates by reference those provisions of its tariffs/service offerings that govern the provision of any of the services or facilities provided hereunder. References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/service offering, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/service offering cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:

18.7.1 Unless otherwise provided herein, if the service or Facility is ordered from the tariff/service offering, the terms and conditions of the tariff/service offering shall prevail.

18.7.2 If the service is ordered ***to implement rights or obligations under from*** this Agreement (***other than resale***), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.

18.7.3 If the service is ordered ***to implement rights or obligations under from*** this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

18.7.4 Intentionally left blank.

18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

19. Waivers

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

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20. Governing Law

20.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services are being ordered, without regard to its conflict of laws principles.

21. Audits and Examinations

21.1 Subject to a Billing Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, the Billed Party may audit the Billing Party's books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of the Billing Party's billing and invoicing. Such audit may include examination of the flow of call detail records from the Billing Party's switch to the Billing Party's internal systems to the usage file transmitted to the Billed Party. The Billed Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to the Billing Party.

21.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.

21.3 The Billed Party shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed 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. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Resolution of Disputes, of the General Terms and Conditions of this Agreement.

21.4 The Billing Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate Billing Party employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills.

21.5 Third party audits requested by a Billed Party shall be at the Billed Party's expense, subject to reimbursement by the Billing Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the Billed Party hereunder by an amount that is, on an annualized basis, greater than three percent (3%) of the aggregate charges for the services during the period covered by the audit. In the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.

21.6 Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the overcharging Party shall promptly reimburse the other Party the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of

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overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.1.6 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

22. Remedies

22.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

22.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

23. Branding

23.1 In all cases of operator and directory assistance services Sprint provides using services provided by AT&T-9STATE under this Agreement, AT&T-9STATE shall, where technically feasible, at Sprint's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as Sprint services, or otherwise as Sprint may specify, or be provided with no brand at all, as Sprint shall determine. If AT&T-9STATE cannot provide such branding of Operator Services and Directory Assistance, AT&T-9STATE shall unbrand for all, including itself.

23.2 Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests AT&T-9STATE personnel to interface with Sprint subscribers, such AT&T-9STATE personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing AT&T-9STATE.

23.3 The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by AT&T-9STATE to Sprint customers shall be made available for Sprint's review. In no event shall AT&T-9STATE, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about AT&T-9STATE products or services. For installation and repair services, AT&T-9STATE shall utilize generic leave behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.

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23.4 In no event shall AT&T-9STATE provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.

23.5 AT&T-9STATE shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.

24. Network Security

24.1 Protection of Service and Property

24.1 AT&T-9STATE shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. AT&T-9STATE agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within AT&T-9STATE premises including, but not limited to:

24.1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.

24.1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for AT&T-9STATE pursuant to AT&T-9STATE Admissions Practices.

24.1.3 Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide AT&T-9STATE with replacement keys.

24.1.4 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.

24.1.5 Installing controls and logical security: To disconnect a user for a pre-determined period of inactivity on authorized ports; to protect customer proprietary information; and databases to ensure both ongoing operational and update integrity. to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway to provide security in accordance with Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.

24.2 Revenue Protection

24.2.1 Where AT&T-9STATE services are being resold and where Sprint is using a AT&T-9STATE port, Sprint will have the use of all present and future fraud prevention or revenue protection features,

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including prevention, detection, or control functionality embedded within any of the network elements available to AT&T-9STATE. These features include, but are not limited to, screening codes, call blocking of international, 800, 900 and 976 numbers. Sprint and AT&T-9STATE will work cooperatively to prevent and research any fraud situation.

24.2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues. The process for determining the amount of the liability will be as set forth in Attachment 7 of this Agreement.

24.2.2.1 Uncollectible or unbillable revenues resulting from the accidental or malicious alternation of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of the Party having such administrative control.

24.2.3 AT&T-9STATE shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of AT&T-9STATE. AT&T-9STATE shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

25. Relationship of Parties

It is the intention of the Parties that AT&T-9STATE be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

26. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

27. Survival

27.1 Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

28. Responsibility for Environmental Hazards

28.1 Sprint shall in no event be liable to AT&T-9STATE for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint did not cause or introduce to the

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affected work location. AT&T-9STATE hereby releases, and shall also indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that AT&T-9STATE, its contractors, tenants, collocating 3rd parties or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 28.2.

28.2 Prior to Sprint or its employees, contractors, or agents introducing an Environmental Hazard into a work location Sprint shall fully inform AT&T-9STATE in writing of its planned actions at such work location and shall receive AT&T-9STATE's written permission for such actions and Sprint warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. AT&T-9STATE shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint causes or introduces to the affected work location. Sprint shall indemnify, defend (at AT&T-9STATE's request) and hold harmless AT&T-9STATE and each of AT&T-9STATE's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Sprint, its contractors or its agents cause or introduce to the work location. Sprint shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for Environmental Hazards Sprint causes or introduces to the affected work location.

28.3 In the event any suspect material within AT&T-9STATE-owned, operated or leased facilities are identified to be asbestos-containing, Sprint will notify AT&T-9STATE before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such Sprint activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation or disturbance of asbestos containing material, Sprint shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint equipment or operations, including, but not limited to, contamination of equipment.

28.4 Within ten (10) business days of Sprint's request for any space in AT&T-9STATE owned or controlled facility, AT&T-9STATE shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in AT&T-9STATE's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of AT&T-9STATE.

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28.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which causes the placement of such equipment or interconnection to pose a threat to human health that cannot be properly remedied according to AT&T-9STATE procedures, AT&T-9STATE shall offer an alternative space, if available, for Sprint's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, AT&T-9STATE shall make such alternative route available for Sprint's consideration.

28.6 Subject to this Section and to AT&T-9STATE's standard security procedures, which procedures will be provided to Sprint, AT&T-9STATE shall allow Sprint at Sprint's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs.

28.7 The parties will comply with all additional environmental requirements stated in other sections of this agreement. In the event of a conflict between other such sections and this Section 28, this Section 28 shall control.

28.8 When used in the context of environmental hazards, "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

28.9 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

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- 28.10 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-9STATE shall, at Sprint's request, indemnify, defend, and hold harmless Sprint, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-9STATE or any person acting on behalf of AT&T-9STATE, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-9STATE or any person acting on behalf of AT&T-9STATE, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-9STATE is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-9STATE or any person acting on behalf of AT&T-9STATE.
- 28.11 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Sprint shall, at AT&T-9STATE's request, indemnify, defend, and hold harmless AT&T-9STATE, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by Sprint or any person acting on behalf of Sprint, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by Sprint or any person acting on behalf of Sprint, or (iii) the presence at the work location of an Environmental Hazard for which Sprint is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Sprint or any person acting on behalf of Sprint.

29. Notices

29.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and, unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be delivered (i) in person, (ii) by express overnight delivery service, or (iii) by either first class or certified U.S. Postal service, with postage prepaid and return receipt requested, to:

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AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard St. 9th floor Four AT&T Plaza
Dallas, TX 75202-5398
Fax (214) 464-2006

Sprint Communications Company L.P. *[STILL SUBJECT TO REVISION]*

Sprint
Manager, ICA Solutions
6330 Sprint Parkway
Mailstop KSOPHA0310-3B268
Overland Park, KS 66251
Phone: (913) 762-4847 (overnight mail only)

P. O. Box 7954
Shawnee Mission, KS 66207-0954
With a copy to:

Legal/Telecom Management Privacy Group
Mailstop KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251

Legal/Telecom Mgmt Privacy Group
P. O. Box 7966
Overland Park, KS 66207-0966

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

29.2 Unless otherwise provided in this Agreement, notice will be deemed given as of the earliest of (i) actual receipt, or (ii) where delivered by express delivery or U.S. mail, return receipt, as of the date it is officially recorded as delivered by the return receipt or equivalent.

29.2a.1 Either Party may unilaterally change its designated contact name and/or address for the receipt of notices by giving written Notice to the other Party in compliance with this Section above. Any Notice to change the designated contact name and/or address for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

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29.2a.2 AT&T-9STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

29.2a.3 Sprint may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

29.2a.4 **Intentionally left blank.** *AT&T-9STATE shall notify Sprint electronically of proposed price changes at least thirty (30) days prior to the effective date of any such price change.*

29.4 **Intentionally left blank.** *AT&T-9STATE shall not discontinue any interconnection arrangement, or Network Element or combination provided or required hereunder without providing Sprint forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. AT&T-9STATE agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&T-9STATE will provide substitute services and elements.*

29.5 AT&T-9STATE shall provide notice of network changes and upgrades as required by Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other applicable FCC and/or Commission rules.

30. Rule of Construction

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

31. Headings of No Force or Effect

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

32. Multiple Counterparts

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

33. Implementation of Agreement

33.1 To the extent necessary to implement this Agreement, (i.e., changes to the Parties' existing arrangements in effect as of the Effective Date), within 60 days of Commission approval of this

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Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement.

33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of **Telecommunications Services** *Authorized Services* to their respective Customers. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms and intent of this Agreement.

33.3 **Intentionally left blank.** *Existing AT&T-9STATE operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. In the case of any conflict between AT&T-9STATE procedures and the terms, conditions and intent of this Agreement, the Parties will negotiate any modifications to such procedures which may be required to support the terms, conditions and intent of this agreement. In the event that there are existing operations manuals, AT&T-9STATE informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T-9STATE agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. AT&T-9STATE will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.*

33.4 The Implementation Plan may be modified from time to time as mutually agreed by the Parties.

34. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. AT&T-9STATE and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

For electronic filling purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Sprint prior to filing of the Agreement. The CLEC Louisiana Certification Number for Sprint CLEC is TSP 00078.

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36. Entire Agreement

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

37. Indivisibility

The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. *The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.*

38.0 Compliance and Certification

38.1 **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.**

38.2 **Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection Services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.**

38.3 **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.**

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

39.0 Relationship of the Parties/Independent Contractor

39.1 **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**

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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.

39.2 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

40.0 Subcontracting

- 40.1 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.
- 40.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 40.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 40.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection 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.
- 40.5 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.

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42.0 End User Inquiries

42.1 Except as otherwise required by Section 48.1 below, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

42.2 Except as otherwise required by Section 48.1 below, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

42.2.1 Direct the callers who inquire about the other Party's services or products to their local service provider.

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

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

42.4 CLEC acknowledges that AT&T-9STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

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44.0 Conflict of Interest

44.1 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.

45.0 Amendments and Modifications

45.1 Except as otherwise provided for in this Agreement, 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.

46.0 Authority

46.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed 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. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of

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the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

- 46.2 CLEC represents and warrants that it is a [INSERT Entity Type] duly organized, validly existing and in good standing under the laws of the State of [INSERT State of Incorporation] 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.

46.3 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.

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48.0 Changes in End User Local Exchange Service Provider

- 48.1 **Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation and in the case of AT&T CONNECTICUT only, tariff obligations. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.**
- 48.2 **Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment 07 – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User.**
- 48.3 **When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-9STATE is free to reclaim the 251(c)(3) UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.**
- 48.4 **When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-9STATE, AT&T-9STATE shall**

have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, 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-9STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

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

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

Sprint

**BellSouth Telecommunications, Inc.,
d/b/a AT&T Kentucky by AT&T Operations, Inc.,
its authorized agent**

Signature:

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Signature:

Name: _____
(Print or Type)

Title: Director – Interconnection Agreements

Date: _____

ULEC
OCN

CLEC
OCN

KENTUCKY

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General Terms and Conditions

Part B - Definitions

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Definitions

“911 Service” means a universal telephone number which gives the public direct access to the **Public Safety Answering Point (PSAP) system**. Basic 911 Service collects 911 calls from one or more **local exchange** switches that serve a geographic area. The calls are then sent to the correct **authority PSAP** designated to receive such calls.

“Access Customer Name and Address (ACNA)” The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

“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 throughout 47 U.S.C.

“Access Tandem” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and **IXC POPs***the switching systems operated by carriers other than the LEC that operates the LEC End Office network*.

“Accessible Letter(s)” means AT&T-9 STATE correspondence used to communicate pertinent information regarding AT&T-9 STATE to **the CLEC community***other carriers that is intended to be of broad interest or application, as opposed to being information applicable to a single carrier*.

“Affiliate” has the meaning as defined at 47 U.S.C. § 153(1).

“Answer Supervision” means an off-hook supervisory signal sent by the receiving Party’s Central Office Switch to the sending Party’s Central Office Switch on all Completed Calls after address signaling has been completed.

“Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, 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.

“AT&T Inc. (AT&T)” means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and 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, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin

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Bell, Inc. d/b/a AT&T Wisconsin. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

“AT&T-9 STATE” means the AT&T-owned ILEC doing business in Tennessee.

“Audited Party” means the Party being audited by the Auditing Party.

“Auditing Party” means the Party conducting an audit of the Audited Party’s books, records, data and other documents.

“Authorized Services” means those services which a Party may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ respective networks as provided herein.

“Automatic Location Identification/Date Management System (ALI/DMS)” means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

“Automatic Number Identification (ANI)” is a feature that identifies the number of a telephone line that originates a call.

“Bill Due Date” means thirty (30) calendar days from the **billinvoice** date *if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.*

“Billed Party” means the recipient Party of a bill rendered from the Billing Party.

“Billing Party” means the Party rendering a bill.

“Bona Fide Request (BFR)” means the process described in the General Terms and Conditions – Part A, Section **78** Bona Fide Request/New Business Process provisions.

“Building” is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building” for purposes of this Attachment 2. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

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Sprint language in bold italics

“Business Day” means Monday through Friday, excluding holidays on which U.S. Mail is not delivered.

“CABS” means the Carrier Access Billing System.

“Carrier Identification Codes (CIC)” means a code assigned by the North American Numbering Plan administrator to identify the entity who purchases access services*specific Interexchange Carriers*. This code is primarily used for billing and routing from the local exchange network to the access purchaser*purposes*.

“Calling Party Number (CPN)” means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

“Cell Site” means a transmitter/receiver location, operated by or on behalf of an FCC-wireless licensed carrier, through which radio links are established between a wireless system and mobile units.

“Central Automatic Message Accounting (CAMA) Trunk” means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Sprint PCS’ switch to an AT&T-9 STATE E911 Selective Router.

“Central Office” means a telephone company facility where subscribers’ lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

“Central Office Switch” means/refers to the switching entity within a Central Office *b*Building in the PSTN. The term **“Central Office”** refers to the *b*Building, whereas the term **“Central Office Switch”** refers to the switching equipment within the *b*Building, but both terms are sometimes used interchangeably. The term **“Central Office”** is sometimes used to refer to either an End Office, or a Tandem Office *or a Mobile Switch Center*. Central Offices are also referred to by other synonymous terms, some of which are:

“End Office Switch” means/refers to the a switching machine or entity that directly terminates traffic to and receives traffic from purchasers of local*Telephone* Exchange Services, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of

“Tandem Office Switch” or **“Tandem Switch”** means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, and End Office Switches, *MSCs or IXC switching systems* may exchange calls between each other when a direct Trunk Group is unavailable. The term “Tandem Office” and “Tandem” are used to refer to the *b*Building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the *b*Building.

Legend: AT&T language in bold underline
Sprint language in bold italics

“Centralized Message Distribution System (CMDS)” means the industry-wide data collection system, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS Direct Participants).

“Collocation Space” means the right of Sprint to occupy that certain area designated by **AT&T-9 STATE** within a AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by **AT&T-9 STATE** which agreement should not be unreasonably withheld.

“Commercial Mobile Radio Service(s) (CMRS)” has the meaning as defined at 47 U.S.C. § 332(d)(1) and 47 C.F.R. § 20.9.

“Commission” is defined as the appropriate telecommunications regulatory agency in each of AT&T-9STATE’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

“Common Channel Signaling (CCS)” means or refers to a network architecture that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). CCS is an out-of-band network that is separate from the call transmission path of the PSTN that carries the actual call. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

“Common Language Location Identifier (CLLI)” means the codes that provide a unique 11-character representation of a *point within a network* **interconnection point**. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network component.

“Competitive Local Exchange Carrier (CLEC)” means a **telephone company***non-incumbent LEC that is* certificated by the Commission to provide **local Exchange Service within AT&T-9 STATE’s franchised area***Telephone Exchange Services and/or Telephone Toll Services within such Commission’s State.*

“Completed Call” means a call that is delivered, for which a connection is established after Answer Supervision.

“Conduit” is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

“Confidential and/or Proprietary Information” has the meaning set forth in Section 11.1 of General Terms and Conditions.

“Consequential Damages” means **Losses claimed to have resulted from any** indirect, incidental, consequential, reliance, *or* special, **punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from** *suffered by a Party (including without limitation damages for* harm to business, lost **of anticipated** revenues, *lost* savings, or *lost* profits, **or other economic Loss claimed to have been** suffered **not measured by the prevailing**

Legend: **AT&T language in bold underline**
Sprint language in bold italics

Party's actual damages, by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the pParties 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.

“Conversation MOU” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

“Daily Usage File” is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from **AT&T-9 STATE** to Sprint.

“Day” means calendar day unless “Business Day” is specified.

“Dedicated Transport” means transmission Facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, *to the extent such Facilities are* dedicated to a particular customer or carrier, *for the exchange of traffic between designated points.*

“Defaulting Party” is a Party in breach of a material term or condition of the Agreement.

“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: 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 *to the accuracy or completeness of such Service Orders does not comport with Applicable Law*; any delay, act or failure to act by the other Party or its End User, agent or subcontractor *to the extent the action at issue is required by Applicable Law*; or any Force Majeure Event.

“DEOT” means Direct End Office Trunk.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0 (DS-0)” means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are 24 DS-0 channels in a DS-1.

“Digital Signal Level 1 (DS-1)” means the 1.544 Mbps first level signal in the time division multiplex hierarchy.

“Digital Signal Level 3 (DS-3)” means the 44.736 Mbps third level signal in the time division multiplex hierarchy.

“Directory Assistance Database” refers to a collection of subscriber records used by AT&T-9STATE in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA 555-1212.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Directory Assistance Service” provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

“Disconnect Supervision” means an on-hook supervisory signal sent at the end of a Completed Call.

“Discontinuance Notice” means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all ***undisputed*** Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party’s notice of ***undisputed*** Unpaid Charges.

“Disputed Amounts” means the amount that the Disputing Party contends is incorrectly billed.

“Disputing Party”, as used in Sections 10.0 below and 12.0 below means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.

“End User(s)” means a Third Party subscriber of ***Telecommunications******Authorized*** Services provided ***in whole or in part*** by any of the Parties ***at retail***. As used herein, the term “End User(s)” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

“Enhanced 911 Service (E911)” means a ***telephone******Telecommunications*** ***S***service which will automatically route a call dialed "911" to a designated PSAP attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

“Environmental Hazard” means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

“Equal Access Trunk Group” means a trunk used solely to deliver Sprint PCS’s customers’ traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.

“Exchange Access Service” has the meaning as defined at 47 U.S.C. § 153(***4716***).

“Exchange Message Interface (EMI)” (***formerly Exchange Message Record “EMR”***) is the ***nationally administered*** standard format for the exchange of ***message information******data*** among ***the*** Exchange Carriers ***for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (where xxxx refers to the specific publication)******within the telecommunications industry.***

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Facility” or “Facilities” means the *elements, including but not limited to* wire, line, **or** cable, **dedicated to the transport of associated hardware and software that is used by a Party to provide** Authorized Services **traffic between the Parties’ respective networks.**

“FCC” means the Federal Communications Commission.

“Fraud Monitoring System” means an off-line administration system that monitors suspected occurrences of ABT-related fraud.

“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.

“Hazardous Materials” means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

“Incumbent Local Exchange Carrier (ILEC)” has the meaning as defined at 47 C.F.R. § 51.5.

“Information Services” has the meaning as defined at 47 U.S.C. § 153(20) and 47 C.F.R. § 51.5.

“Information Service Provider (ISP)” means an Enhanced Service Provider (ESP) that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

“Intellectual Property” means copyrights, patents, service mark, trademarks, trade dress, trade secrets, mask works and all other intellectual property rights now known or later developed.

“Intercompany Settlements (ICS)” is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

“Interconnected VoIP Service” has the meaning as defined at 47 C.F.R. § 9.3.

“Interconnection or Interconnected” has the meaning as defined/required in the Act at 47 C.F.R. §§ 20.3 and 51.5.

“Interconnection Facilities” means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point

Legend: **AT&T language in bold underline**
Sprint language in bold italics

of presence in an MTA or LATA, as applicable, and ***either a)*** a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected ***or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T.***

“Interconnection Service(s)” means Interconnection, Collocation, functions, Facilities, products and/or services offered under this Agreement.

“Interexchange Carrier (IXC)” means a carrier (other than a CMRS provider or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

“InterMTA Traffic” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in another MTA (as determined by the geographic location of the **cell site to which the mobile End User is connected*****POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User***).

“ISP-Bound Traffic” means **Telecommunications Information Services** traffic, in accordance with the FCC’s *Order on Remand and Report and Order*, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) (**FCC ISP Compensation Order*****Remand Order***”), ***as modified by the FCC’s subsequent Order entered in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (rel. October 18, 2004).***

“IntraMTA Traffic” means Telecommunications traffic to or from Sprint’s wireless network that originates on the network of one Party in one MTA and terminates on the network of the other Party in the same MTA (as determined by the geographic location of the **cell site to which the mobile End User is connected*****POI between the Parties and the location of the End Office Switch serving the AT&T-9 STATE End User***).

“Jurisdictional Identification Parameter (JIP)” means an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

“Late Payment Charge” means the charge that is applied when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by Billing Party as of the Bill Due Date, or if the Billed Party does not submit the Remittance Information.

“Letter of Credit” means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **AT&T 9-STATE*****the Billing Party*** naming the **AT&T-owned ILEC(s) designated by AT&T 9-STATE*****Billing Party*** as the beneficiary (ies) thereof and otherwise on **the AT&T 9-STATE*****a mutually acceptable*** Letter of Credit form.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“LIDB” (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.

“Local Exchange Carrier (LEC)” has the meaning as defined at 153(26) and 47 C.F.R. § 51.5.

“Local Exchange Routing Guide (LERG)” means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

“Local Number Portability (LNP)” means **the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s)***Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 C.F.R. 52.21 – 52.33.*

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

“Local Traffic” is defined as any telephone call that originates in one exchange and terminates to and End User of one Party in either the same exchange, or other mandatory local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T-9STATE’s General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include ISP-Bound Traffic. As further clarification, Local Traffic does not include calls that do not transmit information of the user’s choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

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

“Local Service Request (LSR)” means **thean industry standard form used to input orders to the Local Service Center (LSC) by Sprint, including, but not limited to ordersby the Parties** to add, establish, change or disconnect services.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“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).

“Meet-Point Billing (MPB)” means the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill/single tariff environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Message Distribution” is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

“Mobile Switch Center (MSC)” means/refers as used by Sprint in performing, inter alia, originating and terminating functions for calls to or from Sprint’s End Usersto an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs. The term “Mobile Switch Center” and “MSC” are used to refer to the building in which the wireless switch resides, but are also used interchangeably to refer to the switch within the building.

“Major Trading Area” (“MTA”) has the meaning as defined in 47 C.F.R. § 24.202(a).

“Multiple Exchange Carrier Access Billing (MECAB)” means the document prepared by the Billing Committee of the OBF and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access Service **access** provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

“Network Element” has the meaning as defined in 47 U.S.C. § 153(29).

“Network Interface Device (NID)” is defined as any means of interconnection of the End User’s customer premises wiring to **AT&T-9 STATE**’s distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider’s network from the End User’s premises wiring.

“Non-Intercompany Settlement System (NICS)” is the system administered byTelcordia (formerly BellCore) that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant’s territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T-9STATE.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Non-Paying Party” means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.

“North American Numbering Plan (NANP)” means the *basic* numbering architecture *scheme for telecommunications networks located in various countries, including the United States* in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.

“Numbering Plan Area (NPA)” also called area code means the *first* three (3)-digits code that occupies the A, B, and C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the numbers the digits two (2) through nine (9) and X represents any digit zero one of the numbers (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).

“Number Portability” has the meaning as defined in 47 C.F.R. § 52.21(n).

“NXX” or “Central Office Code” means the *second* three (3)-digits switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits(NXX) of a ten (10)-digit telephone number within the NANP in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9. Each NXX Code contains 10,000 station numbers.

“Operator Services” provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

“Ordering and Billing Forum (OBF)” means a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards *the Ordering and Billing Forum* which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Originating Landline to CMRS Switched Access Traffic” means InterLATA traffic delivered directly from AT&T-9 STATE’s originating network to Sprint’s network that, at the beginning of the call: (a) originates on AT&T-9 STATE’s network in one MTA; and, (b) is delivered to the mobile unit of Sprint’s End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T-9 STATE shall charge and Sprint shall pay AT&T-9 STATE the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.

Legend: AT&T language in bold underline
Sprint language in bold italics

“Paging Traffic” means traffic to Sprint’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to Sprint **or traffic to AT&T-9 STATE’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T-9 STATE.**

“Party” means either Sprint or the AT&T-owned ILEC; use of the term “Party” includes each of the AT&T-owned ILEC(s) that is a Party to this Agreement. “Parties” means both Sprint and the AT&T-owned ILEC.

“Past Due” means when a Billed Party fails to remit payment for any ***undisputed*** charges by the Bill Due Date, or if payment for any portion of the ***undisputed*** charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the ***undisputed*** charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).

“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.

“Permanent Number Portability (PNP)” means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the **CommissionApplicable Law.**

“Physical Collocation” means the right of Sprint to occupy that certain area designated by AT&T-9STATE within a AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by AT&T-9STATE which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.

“Interconnection Point” or “Point of Interconnection (POI)” means the *Technically Feasible* physical **locationpoint(s) requested by Sprint** at which *an Interconnection Facility joins* the Parties’ networks **meet** for the purpose of establishing Interconnection *between the Parties, or a Party and a Third-Party.* **POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.**

“Public Switched Network or Public Switched Telephone Network (PSTN)” means or refers to **the Public Switched Telephone Networkas defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes) refers to a common carrier network that provides circuit switching between public usersany common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services. The PSTN carriers are voice, data and signaling traffic.**

“Public Safety Answering Point (PSAP)” is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Rate Center” means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.

“Rating Point” means the vertical and horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.

“Referral Announcement” means the process by which calls are routed to an announcement that states the new telephone number of an End User.

“Remittance Information” means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.

“Routing Point” means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

“Section 251(b)(5) Calls” means Completed Calls that originate on either Party’s network, that terminate on the other Party’s network, that are exchanged directly between the Parties and that, originate and terminate within the same MTA. “Section 251(b)(5) Calls” does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that originates or terminates on either Party’s network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:

For AT&T-9 STATE, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.

For Sprint, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.

“Selective Router” means/refers to the Central Office that provides the tandem switching of 911 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as the 911 Selective Routing Tandem.

“Service Provider Number Portability (SPNP)” is synonymous with Permanent Number Portability “PNP”.

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“Service Start Date” means the date on which services were first supplied under this Agreement.

“Service Switching Point (SSP)” means or refers to a PSTN Central Office Switch that is equipped with a Signaling System 7 (SS7) interface and is capable of routing and connecting calls under the direction of a SCP in the CCS network.

“Serving Wire Center (SWC)” means the Wire Center that serves the area in which the other Party’s or a Third Party’s Wire Center, aggregation point, point of termination, or point of presence is located.

“Shared Facility Factor” means the factor used to appropriately allocate the cost of 2-way Interconnection Facilities based on proportionate use of the Facility between **AT&T-9 STATE** and Sprint.

“Signaling System 7 (SS7)” means or refers to a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.

“Sprint Third Party Provider” has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.

“Subsidiary” is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

“Surety Bond” means a bond from a Bond company with a credit rating by A.M.BEST better than a “B.” This bonding company shall be certified to issue bonds in a state in which this Agreement is approved.

“Switched Access Service” means an offering *to an IXC* of access *by AT&T-9 STATE* to AT&T-9 STATE’s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

“Tax” or “Taxes” means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.

“Technically Feasible” has the meaning as defined in 47 C.F.R. § 51.5.

“Telcordia” means Telcordia Technologies, Inc.

“Telecommunications” has the meaning as defined in 47 U.S.C. § 153(43).

Legend: **AT&T language in bold underline**
Sprint language in bold italics

“**Telecommunications Carrier**” has the meaning as defined in 47 U.S.C. § 153(44).

“**Telecommunications Service**” has the meaning as defined in 47 U.S.C. § 153(46).

“Telephone Exchange Service” has the meaning as defined at 47 U.S.C. § 153(47).

“**Telephone Toll Service**” has the meaning as defined at 47 U.S.C. § 153(48).

“Terminating InterMTA Traffic” means traffic that, at the beginning of the call: (a) originates on CMRS Provider’s network; (b) is sent from the mobile unit of CMRS Provider’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T-9 STATE’s network in another MTA. This traffic must be terminated to AT&T-9 STATE as FGD terminating switched access per AT&T-9 STATE’s Federal and/or State Access Service tariff.

“Termination” has the meaning as defined at 47 C.F.R. § 51.701(d).

“**Third Party**” means any Person other than a Party.

“**Third Party Traffic**” means traffic carried by **AT&T-9 STATE** *a Party acting as an intermediary* *Transit Service provide* that is originated and terminated by and between **Sprint and a Third Party Telecommunications Carrier** *a Third Party and the other Party to this Agreement.*

“Transit Service” means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.

“Transit Service Traffic” is Authorized Services traffic that originates on one Telecommunications Carrier’s network, “transits” the network Facilities of one or more other Telecommunications Carrier’s network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier’s network.

“Transport” has the meaning as defined at 47 C.F.R. § 51.701(c).

“**Trunk(s)**” or “**Trunk Group(s)**” means the switch port interface(s) used and the communications path created to connect Sprint’s network with AT&T-9 STATE’s network for the purpose of exchanging Authorized Services **Section 251 (b)(5) Calls for purposes of Interconnection** *traffic.*

“**Unpaid Charges**” means any *undisputed* charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.

“Wire Center” means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier’s network, where transmission facilities are connected and traffic is switched. AT&T-9 STATE’s Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.

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GENERAL TERMS AND CONDITIONS RIDER – DISASTER RECOVERY – TENNESSEE

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<u>General Provisions</u>	<u>1.0</u>
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1.0 General Provisions

1.1 AT&T TENNESSEE hereby commits to provide Disaster Recovery to CLEC according to the plan below.

2.0 AT&T TENNESSEE Disaster Recovery Plan

2.1 In the unlikely event of a disaster occurring that affects AT&T TENNESSEE's long-term ability to deliver traffic to a CLEC, general procedures have been developed by AT&T TENNESSEE to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the FCC to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available on AT&T TENNESSEE's Wholesale – Southeast Region Web site. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

2.2 These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible. AT&T TENNESSEE reserves the right to make changes to these procedures as improvements become available or as business conditions dictate.

2.3 This plan will cover the basic recovery procedures that would apply to every CLEC.

2.4 Single Point of Contact

2.4.1 When a problem is experienced, regardless of the severity, the AT&T TENNESSEE Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T TENNESSEE's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

2.4.2 AT&T TENNESSEE's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T TENNESSEE's ECC and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

2.4.3 The telephone number for the AT&T TENNESSEE Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

2.5 Identifying the Problem

2.5.1 During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, AT&T TENNESSEE equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

2.5.2 Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T TENNESSEE NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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- 2.5.3 For long-term outages, recovery efforts will be coordinated by the ECC. Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

2.6 Site Control

- 2.6.1 In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.
- 2.6.2 During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.
- 2.6.3 In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur:
- 2.6.3.1 An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.
- 2.6.3.2 Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.
- 2.6.3.3 Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)
- 2.6.3.4 If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

2.7 Environmental Concerns

- 2.7.1 In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.
- 2.7.2 Items to be concerned with in a large central office building could include:

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2.7.2.1 Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created “spill” conditions that have to be handled within state and federal regulations.

2.7.2.2 Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

2.7.2.3 Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

2.7.2.4 Mercury and other regulated compounds resident in telephone equipment.

2.7.2.5 Other compounds produced by the fire or heat.

2.7.3 Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

2.7.4 At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

2.7.5 In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

2.7.6 In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

2.8 The ECC (Emergency Control Center)

2.8.1 The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T TENNESSEE’s personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

2.8.2 In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

2.8.3 During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

2.8.4 Part of the ECC’s responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

2.9 Recovery Procedures

2.9.1 The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T TENNESSEE will proceed with restoration is whether or not AT&T TENNESSEE’s equipment is incapacitated. Regardless of whose equipment is out of service, AT&T

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TENNESSEE will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

2.10 CLEC Outage

2.10.1 For a problem limited to one CLEC (or a building with multiple CLECs), AT&T TENNESSEE has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T TENNESSEE can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T TENNESSEE having concurrence from the affected CLECs.

2.10.2 Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T TENNESSEE's resolve to re-establish traffic to the original destination as quickly as possible.

2.11 AT&T TENNESSEE Outage

2.11.1 Because AT&T TENNESSEE's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T TENNESSEE equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

2.11.2 A disaster involving any of AT&T TENNESSEE's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the CO is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

2.11.3 The NMC would be the first group to observe a problem involving AT&T TENNESSEE's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

2.12 Loss of a CO

2.12.1 When AT&T TENNESSEE loses a CO, the ECC will

2.12.1.1 Place specialists and emergency equipment on notice;

2.12.1.2 Inventory the damage to determine what equipment and/or functions are lost;

2.12.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

2.12.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency.

2.13 Loss of a CO with SWC Functions

2.13.1 The loss of a CO that also serves as a SWC will be restored as described in Section 3.11.4.

2.14 Loss of a CO with Tandem Functions

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2.14.1 When AT&T TENNESSEE loses a CO building that serves as an Access Tandem and as a SWC, the ECC will:

2.14.1.1 Place specialists and emergency equipment on notice;

2.14.1.2 Inventory the damage to determine what equipment and/or functions are lost;

2.14.1.3 Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

2.14.1.4 Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency;

2.14.1.5 Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

2.14.1.6 Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

2.15 Loss of a Facility Hub

2.15.1 In the event that AT&T TENNESSEE loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include:

2.15.1.1 Placing specialists and emergency equipment on notice;

2.15.1.2 Inventorying the damage to determine what equipment and/or functions are lost;

2.15.1.3 Moving containerized emergency equipment to the stricken area, if necessary;

2.15.1.4 Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by AT&T TENNESSEE or CLEC in accordance with the TSP priority restoration coding scheme entered in the AT&T TENNESSEE Maintenance database prior to the emergency; and

2.15.1.5 If necessary, AT&T TENNESSEE will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

2.16 Combined Outage (CLEC and AT&T TENNESSEE Equipment)

2.16.1 In some instances, a disaster may impact AT&T TENNESSEE's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 3.14. Since AT&T TENNESSEE and the CLECs will be utilizing temporary equipment, close coordination will be required.

2.17 T1 Identification Procedures

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- 2.17.1 During the restoration of service after a disaster, AT&T TENNESSEE may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, AT&T TENNESSEE may be forced to “package” this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

2.18 Acronyms

<u>CLEC</u>	<u>- Competitive Local Exchange Carrier</u>
<u>CO</u>	<u>- Central Office (AT&T TENNESSEE)</u>
<u>DS3</u>	<u>- Facility that carries 28 T1s (672 circuits)</u>
<u>ECC</u>	<u>- Emergency Control Center (AT&T TENNESSEE)</u>
<u>NMC</u>	<u>- Network Management Center</u>
<u>SWC</u>	<u>- Serving Wire Center (AT&T TENNESSEE switch)</u>
<u>T1</u>	<u>- Facility that carries 24 circuits</u>
<u>TSP</u>	<u>- Telecommunications Service Priority</u>

2.19 Hurricane Information

- 2.19.1 During a hurricane, AT&T TENNESSEE will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T TENNESSEE. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.
- 2.19.2 Hurricane-related information can also be found on AT&T TENNESSEE’s Wholesale - Southeast Region Web site by clicking on the link “Relief Information” in the special alert box located on the Web page. Additionally, information concerning Mechanized Disaster Reports can also be found by clicking on the link “Click here for information concerning Disaster Recovery Reports” on the Hurricane Relief page.

2.20 AT&T TENNESSEE Disaster Management Plan

- 2.20.1 AT&T TENNESSEE maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

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Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment is subject to the General Terms and Conditions of this Agreement and sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T-9STATE offers to Sprint for Sprint's provision of Telecommunications Services. AT&T-9STATE shall offer Sprint access to Network Elements and Combinations in accordance with its obligations under Section 251(c)(3) of the Act and the orders, rules and regulations promulgated thereunder by the FCC(47 C.F.R. Part 51) and the Commission as interpreted by a court of competent jurisdiction. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T-9STATE makes available to Sprint (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Sprint to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 The rates for each Network Element, Combinations and Other Services are set forth in Pricing Schedule. Where a Commission has adopted rates for network elements or services provided pursuant to this Attachment as of the Effective Date of the Amendment, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those Commission adopted rates. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T-9STATE tariff or as negotiated by the Parties upon request by either Party. If Sprint purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.3 Sprint may purchase and use Network Elements and Other Services from AT&T-9STATE in accordance with 47 C.F.R § 51.309.
- 1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.5 Sprint shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.6 New Combinations, Conversions, Commingling and EELs
- 1.6.1 New Combinations Involving UNEs:
- 1.6.1.1 Subject to the provisions hereof and upon Sprint's request, AT&T-9STATE shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.
- 1.6.1.2 To the extent Sprint requests a combination for which AT&T-9STATE does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the

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Bona Fide Request (BFR) process described in. Where electronic ordering is not available, manual ordering shall be used.

- 1.6.1.3 AT&T-9STATE will charge Sprint the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.
- 1.6.1.4 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:
- 1.6.1.5 It is technically feasible, including that network reliability and security would not be impaired;
- 1.6.1.6 AT&T-9STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 1.6.1.7 AT&T-9STATE would not be placed at a disadvantage in operating its own network;
- 1.6.1.8 It would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-9STATE's network; and
- 1.6.1.9 Sprint is either unable to make the combination itself; or a new entrant is unaware that it needs to combine certain UNEs to provide a Telecommunications Service. Such obligation under this Section ceases if AT&T-9STATE informs Sprint of such need to combine.
- 1.6.1.10 For purposes of Section 1.6.1.9 above and without limiting other instances in which Sprint may be able to make a combination itself, Sprint is deemed able to make a combination itself when the UNE(s) sought to be combined are available to Sprint, including without limitation on/at an AT&T-9STATE Premise, as defined in the Attachment 4 - Collocation.
- 1.7 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T-9STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Sprint pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Sprint pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T-9STATE (collectively "Conversion"). AT&T-9STATE shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Pricing Schedule. AT&T-9STATE shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following AT&T-9STATE's receipt of a complete and accurate Conversion request from Sprint. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Sprint and AT&T-9STATE. Any change

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from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T-9STATE will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Handbook as referenced in Sections 1.13.1 and 1.13.2 below.

- 1.8 Except to the extent expressly provided otherwise in this Attachment, Sprint may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event AT&T-9STATE determines that Sprint has in place any Arrangements after the Effective Date of this Agreement, AT&T-9STATE will provide Sprint with thirty (30) days written notice to disconnect or convert such Arrangements and such conversion will be in accordance with Section 1.6 to the extent the conversion constitutes a Conversion pursuant to Section 1.6. If Sprint fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period of receiving such notice, AT&T-9STATE will transition such circuits to the equivalent tariffed AT&T-9STATE service(s). Those circuits identified and transitioned by AT&T-9STATE pursuant to this Section 1.8 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T-9STATE service as set forth in AT&T-9STATE’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.8.1 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Sprint shall undertake a reasonably diligent inquiry to determine whether Sprint is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Sprint self-certifies that to the best of Sprint’s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, AT&T-9STATE shall process the request in reliance upon Sprint’s self-certification. To the extent AT&T-9STATE believes that such request does not comply with the terms of this Agreement, AT&T-9STATE shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T-9STATE’s favor, AT&T-9STATE shall bill Sprint the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T-9STATE’s favor, Sprint shall submit a

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spreadsheet identifying those non-compliant circuits that Sprint ordered pursuant to self-certification to be transitioned to tariffed services or disconnected.

- 1.9 Sprint may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T-9STATE Technical References.
- 1.10 Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport
- 1.10.1 AT&T-9STATE shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by Sprint where the requested UNE facility has already been constructed. AT&T-9STATE shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 1.10.2 A “Routine Network Modification” is an activity that AT&T regularly undertakes for its own customers. RNM include but are not limited to rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T-9STATE ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that AT&T-9STATE does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-9STATE will place drops in the same manner as it does for its own End Users
- 1.10.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility.
- 1.10.4 AT&T-9STATE shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T-9STATE’s retail End Users.
- 1.10.5 AT&T-9STATE has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 1.10.6 Notwithstanding anything to the contrary herein, AT&T-9STATE’s obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.
- 1.10.7 AT&T-9STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an

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individual case basis (ICB) or through the Special Construction (SC) process. AT&T-9STATE will impose charges for RNM in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the RNM for which AT&T-9STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on Sprint as an ICB/SC include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.

- 1.10.8 AT&T-9STATE will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If AT&T-9STATE performs such RNMs during normal operations and has recovered the costs for performing such modifications through the rates set forth in Pricing Schedule, then AT&T-9STATE shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If AT&T-9STATE has not recovered the costs of such RNM in the rates set forth in Pricing Schedule, then such request will be handled as a project on an individual case basis. If Special Construction is required, AT&T-9STATE will provide a price quote for the request and, upon receipt of payment from Sprint, AT&T-9STATE shall perform the RNM.

1.11 Commingling of Services

- 1.11.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Sprint has obtained at wholesale from AT&T-9STATE, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Sprint must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.11.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T-9STATE shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T-9STATE; or 2) shares part of AT&T-9STATE's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.11.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T-

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9STATE's tariffed rates or rates set forth in a separate agreement between the Parties.

- 1.11.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.11.5 Notwithstanding any other provision of this Agreement, **AT&T-9STATE** shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.11.6 Mandatory Eligibility Criteria for Access to Certain UNEs
 - 1.11.6.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 1.7 above, Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services, of this Attachment, **AT&T-9STATE** shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether the CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.
 - 1.11.6.2 **AT&T-9STATE** is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless Sprint certifies that all of the following conditions are met with respect to the arrangement being sought:
 - 1.11.6.2.1 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 1.11.6.2.1.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an **AT&T-9STATE** local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, Sprint will provide the corresponding Local Telephone Number(s) as part of the required certification); and
 - 1.11.6.2.1.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it; and

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- 1.11.6.2.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
- 1.11.6.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements set forth in Section 1.11.7 below; and
- 1.11.6.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements set forth in Section 1.11.8 below; and
- 1.11.6.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, Sprint will have at least one active DS1 local service interconnection Trunk that meets the requirements set forth in Section 1.11.8 below; and
- 1.11.6.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.
- 1.11.6.2.1.8 AT&T-9STATE shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by Sprint, or pursuant to Commingling, or whether as a new arrangement or from a Conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements set forth in Section 1.11.7 below.
- 1.11.7 A Collocation arrangement meets the requirements of Section 1.11.6 above of this Attachment if it is:
 - 1.11.7.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-9STATE Premises within the same LATA as the End User's premises, when AT&T-9STATE is not the Collocator; or
 - 1.11.7.2 Located at a Third Party's premises within the same LATA as the End User's premises, when AT&T-9STATE is the Collocator.
- 1.11.8 An Interconnection Trunk meets the requirements of Section 1.11.6.2.1.5 above and Section 1.11.6.2.1.6 above of this Attachment if Sprint will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, **and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.**
- 1.11.9 For a new circuit to which Section 1.11.6.2 above applies, Sprint may initiate the ordering process if Sprint certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 1.11.6.2.1.1 above and Section 1.11.6.2.1.3 above respectively. In such case, Sprint shall satisfy Section 1.11.6.2.1.1 above and/or Section 1.11.6.2.1.3 above if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) calendar days after AT&T-9STATE provisions such new circuit. Sprint must provide AT&T-9STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 1.11.9.1 Section 1.11.9 above does not apply to existing circuits to which Section 1.11.6.2 above applies, including Conversions or migrations (e.g., Sprint shall not be excused from meeting the Section 1.11.6.2.1.1 above and

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Section 1.11.1.11.6.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).

- 1.11.10 Sprint hereby agrees that by submitting an order to AT&T-9STATE for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), Sprint is certifying that it meets and will continue to meet the requirements of Section 1.11.6 above as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect Sprint's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.
- 1.11.10.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), Sprint shall update such certification promptly with AT&T-9STATE.
- 1.11.11 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-9STATE may obtain and pay for an independent auditor to audit Sprint, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period for each individual State, beginning upon AT&T-9STATE's written Notice that an audit will be performed for that State, subject to Section 1.11.11.4 below.
- 1.11.11.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding Sprint's compliance with the qualifying service eligibility criteria.
- 1.11.11.2 The independent auditor's report will conclude whether Sprint complied in all material respects with this Section 1.11.6 above.
- 1.11.11.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.
- 1.11.11.4 To the extent the independent auditor's report concludes that Sprint failed to comply with this Section 1.11.6 above, Sprint must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), Sprint must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-9STATE may initiate and affect such a conversion on its own without any further consent by Sprint), and Sprint shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-9STATE. In no event shall rates set under Section 252(d)(1)

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of the Act apply for the use of any 251(c)(3) UNE for any period in which Sprint does not meet the conditions set forth in this Section 1.11.6 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the “annual basis” calculation and application shall be immediately reset, e.g., AT&T-9STATE shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state.

- 1.11.11.4.1 To the extent that the independent auditor’s report concludes that Sprint failed to comply in all material respects with this Section 1.11.6 above, Sprint must reimburse AT&T-9STATE for the cost of the independent auditor and for AT&T-9STATE’s costs in the same manner and using the same methodology and rates that AT&T-9STATE is required to pay Sprint’s costs under Section 1.11.11.4.2 below.
- 1.11.11.4.2 To the extent the independent auditor’s report concludes that Sprint complied in all material respects with this Section 1.11.6 above, AT&T-9STATE must reimburse Sprint for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor’s inquiries, meeting for interviews, etc.).
- 1.11.11.4.3 Sprint will maintain the appropriate documentation to support its eligibility certifications including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation.
- 1.11.12 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, Sprint shall fully comply with this Section in all cases and, further, the failure of AT&T-9STATE to require such compliance, including if AT&T-9STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 1.12 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Pricing Schedule.
- 1.13 Ordering Guidelines and Processes
- 1.13.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, Sprint should refer to AT&T-9STATE’s CLEC Online website.
- 1.13.2 Additional information may also be found in the individual CLEC Handbooks. Sprint should refer to AT&T’s CLEC online website.
- 1.13.3 The provisioning of Network Elements, Combinations and Other Services to Sprint’s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with Sprint’s Collocation Space. These cross-

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connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

1.13.4 Testing/Trouble Reporting.

1.13.4.1 Sprint will be responsible for testing and isolating troubles on Network Elements. Sprint must test and isolate trouble to the AT&T-9STATE network before reporting the trouble to the UNE Customer Service Provisioning Center (CSPC). Upon request from AT&T-9STATE at the time of the trouble report, Sprint will be required to provide the results of the Sprint test which indicate a problem on the AT&T-9STATE network.

1.13.4.2 Once Sprint has isolated a trouble to the AT&T-9STATE network, and has issued a trouble report to AT&T-9STATE, AT&T-9STATE will take the actions necessary to repair the Network Element when trouble is found. AT&T-9STATE will repair its network facilities to its wholesale customers in the same time frames that AT&T-9STATE repairs similar services to its retail End Users.

1.13.4.3 If Sprint reports a trouble on an AT&T-9STATE Network Element and no trouble is found in AT&T-9STATE's network, AT&T-9STATE will charge Sprint a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T-9STATE in order to confirm the Network Element's working status. AT&T-9STATE will assess the applicable Maintenance of Service rates from AT&T-9STATE's applicable State Pricing Schedule. The Parties disagree on the appropriate basis (i.e., TELRIC or Access Tariff) for rates in this Section 1.13.4.3 and reserve the right to pursue resolution of this issue through the appropriate forum.

1.13.4.4 In the event AT&T-9STATE must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Sprint (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-9STATE will bill Sprint for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T-9STATE will assess the applicable Maintenance of Service rates from AT&T-9STATE's applicable State Pricing Schedule. The Parties disagree on the appropriate basis (i.e., TELRIC or Access Tariff) for rates in this Section 1.13.4.4 and reserve the right to pursue resolution of this issue through the appropriate forum.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that AT&T-9STATE provides pursuant to this Attachment between a distribution frame (or its equivalent) in AT&T-9STATE's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and

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capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T-9STATE. Sprint shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, AT&T-9STATE shall not subdivide the frequency of the Loop.

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 FTTH/FTTC Loops
 - 2.1.2.1 In new build (i.e. greenfield) areas, AT&T-9STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-9STATE deploys any such Loop to a residential unit that previously has not been served by any Loop facility.
 - 2.1.2.2 In Overbuild situations where AT&T-9STATE has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R §51.319(a)(3)(iv), AT&T-9STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-9STATE has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:
 - 2.1.2.2.1 AT&T-9STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-9STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv)(iii).
 - 2.1.2.2.2 When AT&T-9STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3) (iii)(iii)(A), AT&T-9STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-9STATE shall restore the copper Loop to serviceable condition upon request.
 - 2.1.2.2.3 AT&T-9STATE may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.
 - 2.1.2.2.4 If AT&T-9STATE retires the copper loop pursuant to this section, AT&T-9STATE shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the curb loop on an unbundled basis on the same rates and terms applicable under the Agreement to a 2Wire Voice Grade Loop to the same premises where such a loop is available.
- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant.

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- 2.1.3.1 Broadband Services. AT&T-9STATE shall provide Sprint with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between AT&T-9STATE's central office and an End User's premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.
- 2.1.3.2 Narrowband services. AT&T-9STATE will provide nondiscriminatory access on an unbundled basis to an entire hybrid loop capable of voice grade service using time division multiplexing technology or access to a spare home-run copper loop.
- 2.1.4 Declassification Procedure for DS1 and DS3 Loops
- 2.1.4.1 DS1 UNE Digital Loop – AT&T-9STATE shall provide Sprint with access to a DS1 UNE Digital Loop, where available, to any Building not served by a Wire Center with 60,000 or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, Sprint may not order or otherwise obtain, and Sprint will cease ordering DS1 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).
- 2.1.4.2 DS3 Digital UNE Loop – AT&T-9STATE shall provide Sprint with access to a DS3 UNE Digital UNE Loop, where available, to any Building not served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS3 Digital UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, Sprint may not order or otherwise obtain, and Sprint will cease ordering DS3 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).
- 2.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 Digital UNE Loops and/or DS3 Digital UNE Loops already purchased by Sprint as UNEs under this Agreement, AT&T-9STATE will provide written Notice to Sprint of such Declassification and proceed in accordance with Sections 7 below.
- 2.1.4.3.1 Products provided by AT&T-9STATE in conjunction with such UNE Loops (e.g. cross-connects) shall also be subject to re-pricing under this Section and Section 7 below where such UNE Loops are Declassified.
- 2.1.4.4 The Parties agree that activity by AT&T-9STATE under this Section shall not be subject to the Network Disclosure Rules.
- 2.2 UNE DS1 and DS3 Dedicated Transport

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- 2.2.1 AT&T-21STATE shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.
- 2.2.2 For purposes of this Agreement, AT&T-9STATE is not obligated to provide Sprint with unbundled access to DS1/DS3 UDT that does not connect a pair of AT&T-9STATE Wire Centers.
- 2.2.3 AT&T-9STATE will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.
- 2.2.4 DS1/DS3 UDT will be provided only where such facilities exist at the time of Sprint request and only over Routes that are not or have not been Declassified.
- 2.2.5 DS1 and DS3 UDT includes, as follows:
- 2.2.5.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.
- 2.2.5.2 DS3 UDT Caps – AT&T-9STATE is not obligated to provide to Sprint more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, Sprint may not order or otherwise obtain, and Sprint will cease ordering unbundled DS3 Dedicated Transport once Sprint has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, Sprint submits such an order, at AT&T-9STATE's option, it may reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to Sprint for such DS3 Dedicated Transport circuits as of the date of provisioning.
- 2.2.5.3 DS1 UDT Caps - AT&T-9STATE is not obligated to provide to Sprint more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, Sprint may not order or otherwise obtain, and Sprint will cease ordering unbundled DS1 Dedicated Transport once Sprint has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, Sprint submits such an order, at AT&T-9STATE's option it may convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to Sprint for such DS1 Dedicated Transport circuits as of the date of provisioning.
- 2.3 Declassification Procedure
- 2.3.1 Wire Center “Tiers” –Wire Centers are classified into three “tiers,” as follows:
- 2.3.1.1 Tier 1 Wire Centers are those AT&T-9STATE Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those AT&T-9STATE tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by Sprint. Once a Wire Center is determined to be a Tier 1

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Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

2.3.1.2 Tier 2 Wire Centers are those AT&T-9STATE Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based Collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

2.3.1.3 Tier 3 Wire Centers are those AT&T-9STATE Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

2.3.2 DS1 Dedicated Transport Declassification

2.3.2.1 AT&T-9STATE shall provide Sprint with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, AT&T-9STATE must provide UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on Routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, Sprint may not order or otherwise obtain, and Sprint will cease ordering DS1 UNE Dedicated Transport on such Route(s).

2.3.3 DS3 Dedicated Transport Declassification

2.3.3.1 AT&T-9STATE shall provide Sprint with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T-9STATE must provide DS3 UDT under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, Sprint may not order or otherwise obtain, and Sprint will cease ordering DS3 UNE Dedicated Transport on such Route(s).

2.3.4 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by Sprint as UNEs under this Agreement, AT&T-9STATE will provide written Notice to Sprint of such Declassification, and proceed in accordance with Sections 7 below.

2.3.4.1 Products provided by AT&T-9STATE in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g. cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.

2.4 Order Coordination (OC) and Order Coordination-Time Specific (OC-TS)

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- 2.4.1 OC is an optional manual service offering that permits Sprint to request a Designated Installation and/or Conversion of Service during or after normal business hours.
- 2.4.2 OC allows the Parties to coordinate the installation of the SL2 Loops (AT&T SOUTHEAST REGION 9-STATE), Unbundled Digital Loops and other Loops where OC may be purchased as an option, to Sprint's facilities in order to limit the time an End User may be without service. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at AT&T-9STATE's discretion during normal working hours on the committed due date.
- 2.4.3 Sprint will initiate the beginning of a OC by contacting the appropriate coordination center. This special request enables Sprint to schedule and coordinate particular provisioning requirements with AT&T-9STATE.
- 2.4.4 AT&T-9STATE may limit the number of service orders that can be coordinated based on workload and resources available. AT&T-9STATE shall approve the OC request on a non-discriminatory basis, by requesting carrier, and on a first come first served basis.
- 2.4.5 AT&T-9STATE reserves the right to suspend the availability of OC service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts AT&T-9STATE's ability to provide its baseline service. Where time permits, AT&T-9STATE will make every effort to notify Sprint when such unanticipated activities occur.
- 2.4.6 OC shall be provided in accordance with the chart set forth below.
- 2.4.7 OC-TS allows Sprint to order a specific time for OC to take place. AT&T-9STATE will make commercially reasonable efforts to accommodate Sprint's specific conversion time request. However, AT&T-9STATE reserves the right to negotiate with Sprint a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Sprint may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Sprint specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T-9STATE technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in AT&T-9STATE's Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Sprint must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.5.1 CLEC to CLEC Conversions for Unbundled Loops

2.5.1.1 The CLEC to CLEC conversion process for Loops may be used by Sprint when converting an existing Loop from another CLEC for the same End User. The Loop type being converted must be included in Sprint's Interconnection Agreement before requesting a conversion.

2.5.1.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.

2.5.1.3 The Loops converted to Sprint pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.6 Bulk Migration

2.6.1 AT&T-9STATE will make available to Sprint a Bulk Migration process pursuant to which Sprint may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the Parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the AT&T-9STATE CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Handbook is posted on AT&T's CLEC Online website. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Pricing Schedule. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

2.6.2 Should Sprint request migration for two (2) or more EATNs containing fifteen (15) or more circuits, Sprint must use the Bulk Migration process referenced in 2.1.11.1 above.

2.7 Unbundled Voice Loops (UVLs)

2.7.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and Sprint's End User. Therefore, any request by Sprint for a UNE Loop to a high voltage area will be submitted by Sprint to AT&T-9STATE via the BFR process set forth in General Terms and Conditions and Sprint shall be required to pay AT&T-9STATE for any HVPE that is provisioned by AT&T-9STATE to Sprint in connection with Sprint's UNE Local Loop order to the high voltage area.

2.7.2 AT&T-9STATE shall make available the following UVLs:

2.7.2.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.7.2.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.7.2.3 4-wire Analog Voice Grade Loop (Designed)

2.7.3 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T-9STATE, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, AT&T-9STATE will only ensure that the newly provided facility will

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support voice grade services. AT&T-9STATE will not guarantee that Sprint will be able to continue to provide any advanced services over the new facility. AT&T-9STATE will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.7.4 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Sprint, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. Sprint may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that AT&T-9STATE normally activates POTS-type Loops for its End Users.
- 2.7.5 For an additional charge AT&T-9STATE will make available Loop Testing so that Sprint may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Pricing Schedule.
- 2.7.6 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Sprint. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Sprint to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T-9STATE will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.8 Unbundled Digital Loops
- 2.8.1 AT&T-9STATE will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.
- 2.8.2 AT&T-9STATE shall make available the following UDLs, subject to restrictions set forth herein:
- 2.8.2.1 2-wire Unbundled ISDN Digital Loop
- 2.8.2.2 2-wire Unbundled ADSL Compatible Loop
- 2.8.2.3 2-wire Unbundled HDSL Compatible Loop
- 2.8.2.4 4-wire Unbundled HDSL Compatible Loop
- 2.8.2.5 4-wire Unbundled DS1 Digital Loop
- 2.8.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.8.2.7 DS3 Loop

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- 2.8.2.8 STS-1 Loop
- 2.8.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Sprint will be responsible for providing AT&T-9STATE with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, AT&T-9STATE will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.8.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.8.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.8.6 4-wire Unbundled DS1 Digital Loop.
- 2.8.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location.
- 2.8.6.1.1 In all states except Florida and North Carolina, for purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line (HDSL) services, such as 2-wire and 4-wire HDSL Compatible Loops. The Parties acknowledge that the issue of whether DS1 Loops include 2-wire and 4-wire HDSL Compatible Loops is an issue in the KY Docket 2004-00427 generic change of law proceedings. The Parties have agreed to abide by the Commission's decision with respect to this issue in such docket and have agreed to amend this Section in each state, if necessary, to conform to that decision in that state. Such amendment shall be effective thirty days from the date of signature. In the interim, Sprint has agreed to utilize AT&T-9STATE proposed language with respect to this issue solely for the purpose of implementing a TRRO compliant agreement until this issue has been resolved. AT&T-9STATE agrees that it will not use Sprint's agreement to utilize AT&T-9STATE's language in this Section with respect to this issue as an admission that Sprint has reached agreement with AT&T-9STATE on proposed language for this issue.

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- 2.8.6.1.2 In Florida, for the purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops.
- 2.8.6.2 AT&T-9STATE shall not provide more than ten (10) unbundled DS1 Loops to Sprint at any single building in which DS1 Loops are available as unbundled Loops.
- 2.8.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.8.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.8.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.8.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.8.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. AT&T-9STATE's TR73501 LightGate[®]Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.8.12 Sprint may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.9 Unbundled Copper Loops (UCL).
- 2.9.1 AT&T-9STATE shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.
- 2.9.2 Unbundled Copper Loop – Designed (UCL-D)

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- 2.9.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.9.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
- 2.9.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Sprint.
- 2.9.2.4 These Loops are not intended to support any particular services and may be utilized by Sprint to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T-9STATE's network. This facility will include a Network Interface Device (NID) at the End User's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.9.3 Unbundled Copper Loop – Non-Designed (UCL-ND)
- 2.9.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T-9STATE's Main Distribution Frame (MDF) to an End User's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.9.3.2 The UCL-ND facilities may be mechanically assigned using AT&T-9STATE's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Sprint can request LMU for which additional charges would apply.
- 2.9.3.3 For an additional charge, AT&T-9STATE also will make available Loop Testing so that Sprint may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Pricing Schedule.
- 2.9.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Sprint to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T-9STATE's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the End User's inside wire.

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- 2.9.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T-9STATE facilities. OC-TS does not apply to this product.
- 2.9.3.6 Sprint may use AT&T-9STATE's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T-9STATE network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.
- 2.10 Unbundled Loop Modifications (Line Conditioning)
- 2.10.1 Line Conditioning is defined as routine network modification that AT&T-9STATE regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the AT&T-9STATE's TR73600 Unbundled Local Loop Technical Specification.
- 2.10.2 AT&T-9STATE will remove load coils only on copper Loops and Subloops that are less than 18,000 feet in length.
- 2.10.3 For any copper loop being ordered by Sprint which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Sprint, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Sprint. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Pricing Schedule.
- 2.10.4 Sprint may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T-9STATE's SC Process as mutually agreed to by the Parties.
- 2.10.5 Rates for ULM are as set forth in Pricing Schedule.
- 2.10.6 AT&T-9STATE will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.10.7 If Sprint requests ULM on a reserved facility for a new Loop order, AT&T-9STATE may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Sprint will not

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be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T-9STATE will provide LMU detail of the Loop provisioned.

2.10.8 Sprint shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Sprint desires AT&T-9STATE to condition.

2.10.9 When requesting ULM for a Loop that AT&T-9STATE has previously provisioned for Sprint, Sprint will submit a SI to AT&T-9STATE. If a spare Loop facility that meets the Loop modification specifications requested by Sprint is available at the location for which the ULM was requested, Sprint will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T-9STATE changes the Loop facility in lieu of providing ULM, Sprint will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.11 Loop Provisioning Involving IDLC

2.11.1 Where Sprint has requested an Unbundled Loop and AT&T-9STATE uses IDLC systems to provide the local service to the End User and AT&T-9STATE has a suitable alternate facility available, AT&T-9STATE will make such alternative facilities available to Sprint. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T-9STATE will implement one of the following alternative arrangements for Sprint (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.11.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.11.3 If no alternate facility is available, and upon request from Sprint, and if agreed to by both Parties, AT&T-9STATE may utilize its SC process to determine the additional costs required to provision facilities. Sprint will then have the option of paying the one-time SC rates to place the Loop.

2.12 Network Interface Device

2.12.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to AT&T-9STATE's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions

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that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 2.12.2 AT&T-9STATE shall permit Sprint to connect Sprint's Loop facilities to the End User's customer premises wiring through the AT&T-9STATE NID or at any other technically feasible point.
- 2.12.3 AT&T-9STATE shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.
- 2.12.4 The Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-9STATE offers nondiscriminatory access to the NID on an unbundled basis to Sprint for the provision of a Telecommunications Service
- 2.12.5 AT&T-9STATE will permit Sprint to connect its UNE Loop facilities to an End User's premises wiring through AT&T-9STATE's NID, or at any other technically feasible point.
- 2.12.6 Any repairs, upgrade and rearrangements to the NID required by Sprint will be performed by AT&T-9STATE based on Time and Material charges. AT&T-9STATE, at the request of Sprint, will disconnect the AT&T-9STATE UNE Loop from the NID at charges reflected in the Pricing Schedule.
- 2.12.7 With respect to multiple dwelling units or multiple-unit business premises, Sprint will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-9STATE's NID where necessary.
- 2.12.8 The AT&T-9STATE NIDs that Sprint uses under this Attachment will be existing NIDs installed by AT&T-9STATE to serve its End Users.
- 2.12.9 Sprint shall not attach to or disconnect AT&T-9STATE's ground. Sprint shall not cut or disconnect AT&T-9STATE's UNE Loop from the NID and/or its protector. Sprint shall not cut any other leads in the UNE NID.
- 2.12.10 Sprint, when it has constructed its own NID at a premises and needs only to make contact with AT&T-9STATE's NID, can disconnect the End User's wiring from AT&T-9STATE's NID and reconnect it to Sprint's NID.
- 2.12.11 Access to NID
- 2.12.11.1 Sprint may access the End User's premises wiring by any of the following means and Sprint shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

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- 2.12.11.2 AT&T-9STATE shall allow Sprint to connect its Loops directly to AT&T-9STATE's multi-line residential NID enclosures that have additional space and are not used by AT&T-9STATE or any other telecommunications carriers to provide service to the premises;
- 2.12.11.3 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.12.11.4 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.12.11.5 Sprint may request AT&T-9STATE to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.12.11.6 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Sprint's responsibility to ensure there is no safety hazard, and Sprint will hold AT&T-9STATE harmless for any liability associated with the removal of the AT&T-9STATE Loop from the AT&T-9STATE NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.12.11.7 Sprint shall not remove or disconnect ground wires from AT&T-9STATE's NIDs, enclosures, or protectors.
- 2.12.11.8 Sprint shall not remove or disconnect NID modules, protectors, or terminals from AT&T-9STATE's NID enclosures.
- 2.12.11.9 Due to the wide variety of NID enclosures and outside plant environments, AT&T-9STATE will work with Sprint to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.13 Technical Requirements
- 2.13.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

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- 2.13.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross-connect to Sprint's NID.
- 2.13.3 Existing AT&T-9STATE NIDs will be operational and provided in "as is" condition. Sprint may request AT&T-9STATE to do additional work to the NID on a time and material basis. When Sprint deploys its own local loops in a multiple-line termination device, Sprint shall specify the quantity of NID connections that it requires within such device.
- 2.14 Subloop Elements.
- 2.14.1 Copper subloops. AT&T-9STATE shall provide Sprint with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in AT&T-9STATE's outside plant, including inside wire owned or controlled by AT&T-9STATE, and the End User premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the End User premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.
- 2.14.1.1 Point of technically feasible access. A point of technically feasible access is any point in AT&T-9STATE's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the NID, the minimum point of entry, any remote terminal, and the feeder/distribution interface. AT&T-9STATE, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. AT&T-9STATE shall be compensated for providing this access in accordance with 47 C.F.R. §§ 51.501 through 51.515.
- 2.14.1.2 Rules for collocation. Access to the copper subloop is subject to the FCC's collocation rules at 47 C.F.R. §§ 51.321 and 51.323.
- 2.14.2 Subloops for access to multiunit premises wiring. AT&T-9STATE shall provide Sprint with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that Sprint seeks to provision for its End User. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in AT&T-9STATE's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is

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defined for purposes of this section as all loop plant owned or controlled by AT&T-9STATE at a multiunit End User premises between the minimum point of entry as defined in 47 C.F.R. § 68.105 and the point of demarcation of AT&T-9STATE's network as defined in 47 C.F.R. § 68.3 (i)

- 2.14.2.1 Point of technically feasible access. A point of technically feasible access is any point in AT&T-9STATE's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 2.14.2.2 Single point of interconnection. Upon notification by Sprint that it requests interconnection at a multiunit premises AT&T-9STATE owns, controls, or leases wiring, AT&T-9STATE shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to AT&T-9STATE's obligations to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point.
- 2.14.3 To meet the obligations of the FCC rules and where facilities permit, AT&T-9STATE shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.14.4 Unbundled Subloop Distribution (USLD)
- 2.14.4.1 The USLD facility is a dedicated transmission facility that AT&T-9STATE provides from an End User's point of demarcation to an AT&T-9STATE cross-connect device. The AT&T-9STATE cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T-9STATE defines its subloop elements as follows and will make available these offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
 - Unbundled Copper Subloop (UCSL)
 - USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
 - Unbundled Network Terminating Wire (UNTW)
- 2.14.4.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.14.4.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

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- 2.14.4.3.1 If Sprint requests a UCSL and it is not available, Sprint may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.14.4 USLD-INC is the distribution facility owned or controlled by AT&T-9STATE inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 2.14.4.1 Upon request for USLD-INC from Sprint, AT&T-9STATE will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T-9STATE will place cross-connect blocks in twenty five (25) pair increments for Sprint's use on this cross-connect panel. Sprint will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 2.14.5 USLD Requirements
- 2.14.5.1 For access to Voice Grade USLD and UCSL, Sprint shall install a cable to the AT&T-9STATE cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T-9STATE technician within the AT&T-9STATE cross-box during the set-up process. Sprint's cable pairs can then be connected to AT&T-9STATE's USL within the AT&T-9STATE cross-box by the AT&T-9STATE technician.
- 2.14.5.2 Through the SI process, AT&T-9STATE will determine whether access to USLs at the location requested by Sprint is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Sprint's request, then AT&T-9STATE will perform the site set-up as described in the CLEC Handbook. Sprint should refer to the CLEC Online website.
- 2.14.5.3 The site set-up must be completed before Sprint can order Subloop pairs. For the site set-up in an AT&T-9STATE cross-connect box in the field, AT&T-9STATE will perform the necessary work to splice Sprint's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T-9STATE will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.14.5.4 Once the site set-up is complete, Sprint will request Subloop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Sprint requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Sprint for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

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- 2.14.6 USLs will be provided in accordance with AT&T-9STATE's TR73600 Unbundled Local Loop Technical Specifications.
- 2.14.7 Unbundled Network Terminating Wire (UNTW)
- 2.14.7.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.14.7.2 AT&T-9STATE will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where AT&T-9STATE owns wiring all the way to the End User's premises. AT&T-9STATE will not provide this element in locations where the property owner provides its own wiring to the End User's premises, or where a third party owns the wiring to the End User's premises.
- 2.14.7.3 In those states where the Commission has required a CLEC to do so, Sprint will provide UNTW in MDUs and/or MTUs where Sprint owns wiring all the way to the End User's premises. Sprint will not provide this element in locations where the property owner provides its own wiring to the End User's premises, or where a third party owns the wiring to the End User's premises.
- 2.14.7.4 UNTW Requirements
- 2.14.7.4.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.14.7.4.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.14.7.4.3 Except as set forth in Section 2.14.7.3 above where the obligation to provide access exists under this Agreement, in existing MDUs and/or MTUs in which AT&T-9STATE does not own or control wiring (INC/NTW) to the End User's premises, Sprint, upon request by AT&T-9STATE, will, in good faith, negotiate rates, terms and conditions for such access in accordance with the applicable rules and requirements established by the FCC or the Commission. In situations in which AT&T-9STATE activates a UNTW pair, AT&T-9STATE will compensate Sprint for each pair activated commensurate to the price specified in Sprint's Agreement.
- 2.14.7.4.4 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its

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central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.14.7.4.5 Access Terminal installation intervals will be established on an individual case basis.
- 2.14.7.4.6 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.14.7.4.7 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.14.7.4.8 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.14.7.4.9 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge (NRC) equal to the actual cost of provisioning the Access Terminal.
- 2.14.7.4.10 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be

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billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.14.8 Dark Fiber Loop.

2.14.8.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. AT&T-9STATE will not provide line terminating elements, regeneration or other electronics necessary for Sprint to utilize Dark Fiber Loops.

2.15 Loop Makeup

2.15.1 Description of Service

2.15.1.1 AT&T-9STATE shall make available to Sprint LMU information with respect to Loops that are required to be unbundled under this Agreement so that Sprint can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Sprint intends to install and the services Sprint wishes to provide. LMU is a preordering transaction, distinct from Sprint ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.15.1.2 AT&T-9STATE will provide Sprint LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.15.1.3 AT&T-9STATE's LMU information is provided to Sprint as it exists either in AT&T-9STATE's databases or in its hard copy facility records. AT&T-9STATE does not guarantee accuracy or reliability of the LMU information provided.

2.15.1.4 AT&T-9STATE's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T-9STATE or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless AT&T-9STATE receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.15.1.5 Sprint may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T-9STATE Loop as long

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as that equipment does not disrupt other services on the AT&T-9STATE network. The determination shall be made solely by Sprint and AT&T-9STATE shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Sprint's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T-9STATE's network. Except as set forth in Section 2.9.1.6, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T-9STATE's network and will remain on copper facilities until the Loop is disconnected by Sprint or the End User, or until AT&T-9STATE retires the copper facilities via the FCC's and any applicable Commission's requirements. Sprint is fully responsible for any of its service configurations that may differ from AT&T-9STATE's technical standard for the Loop type ordered.

2.15.1.6 If AT&T-9STATE retires its copper facilities using 47 C.F.R § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T-9STATE will notify Sprint, according to the applicable network disclosure requirements. It will be Sprint's responsibility to move any service it may provide over such facilities to alternative facilities. If Sprint fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T-9STATE may terminate the service to complete the network change.

2.15.2 Submitting LMUSI

2.15.2.1 Sprint may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Handbook Sprint should refer to the CLEC Online website. After obtaining the Loop information from the mechanized LMU process, if Sprint needs further Loop information in order to determine Loop service capability, Sprint may initiate a separate Manual SI for a separate NRC as set forth in Pricing Schedule.

2.15.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T-9STATE. Sprint will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Sprint does not reserve facilities upon an initial LMUSI, Sprint's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Pricing Schedule.

2.15.2.3 Where Sprint has reserved multiple Loop facilities on a single reservation, Sprint may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T-9STATE will assign to Sprint, subject to availability,

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a facility that meets the AT&T-9STATE technical standards of the AT&T-9STATE type Loop as ordered by Sprint.

- 2.15.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T-9STATE.

3 Line Splitting

- 3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

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

- 3.3 Line Splitting – Loop and Port To the extent Sprint is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by AT&T-9STATE pursuant to a separate agreement, AT&T-9STATE will permit Sprint to utilize Line Splitting. AT&T-9STATE shall charge the rates set forth in the Pricing Schedule for the Loop and splitting functionality. Rates for Local Switching shall be subject to the separate agreement between the Parties.

- 3.4 Sprint shall provide AT&T-9STATE with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where Sprint will not provide voice and data services.

- 3.5 ***Provisioning Line Splitting and Splitter Space – Loop and Port*** **Intentionally left blank**

- 3.5.1 ***The Data LEC, Voice CLEC, a third party or AT&T-9STATE may provide the splitter. When Sprint or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. Where AT&T-9STATE owns the splitter, AT&T-9STATE shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Sprint's ability to engage in line splitting arrangements.***

- 3.5.2 ***An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.***

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3.5.3 *The foregoing procedures are applicable to a commingled arrangement of a Loop purchased pursuant to this Agreement and Local Switching pursuant to a separate agreement.*

3.6 Provisioning Line Splitting and Splitter Space – UNE-L

3.6.1 Sprint provides the splitter when providing Line Splitting with UNE-L. When Sprint or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User’s location to the serving wire center and terminating into a distribution frame or its equivalent.

3.7 CLEC Provided Splitter – Line Splitting

3.7.1 To order High Frequency Spectrum on a particular Loop, Sprint must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.7.2 Sprint must provide its own splitters in a central office and have installed its DSLAM in that central office.

4 Local Switching

4.1 Local Switching is not offered pursuant to this Agreement.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by Sprint are in fact already combined by AT&T-9STATE in the AT&T-9STATE network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by Sprint are not already combined by AT&T-9STATE in the location requested by Sprint but are elements that are typically combined in AT&T-9STATE’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Sprint are not elements that AT&T-9STATE combines for its use in its network.

5.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T-9STATE shall perform the functions necessary to combine Unbundled Network Elements that AT&T-9STATE is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T-9STATE’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with AT&T-9STATE’s network.

5.1.2 To the extent Sprint requests a Combination for which AT&T-9STATE does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5.2 Rates

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- 5.2.1 The rates for the Currently Combined Network Elements specifically set forth in Pricing Schedule shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Pricing Schedule, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Pricing Schedule and/or Pricing Schedule in addition to the applicable nonrecurring switch-as-is charge set forth in Pricing Schedule.
- 5.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Pricing Schedule shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Pricing Schedule, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Pricing Schedule and/or Pricing Schedule and nonrecurring rates for those individual Network Elements as set forth in Pricing Schedule.
- 5.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Sprint.
- 5.3 Enhanced Extended Links (EELs)
- 5.3.1 EELs are combinations of Unbundled Loops and Unbundled Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. AT&T-9STATE shall provide Sprint with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the mandatory eligibility requirements set forth by the FCC.
- 5.3.2 High-capacity EELs are (1) combinations of Unbundled Loop and Unbundled Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a Loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).
- 5.3.2.1 Unbundled Dedicated Transport commingled with a wholesale special access loop or an unbundled loop commingled with Dedicated Transport at the DS1 and DS3 level are legal commingled arrangements and must meet all Mandatory Eligibility Requirements as described in 47 CFR Section 51.318.
- 5.3.3 By placing an order for a high-capacity EEL, Sprint certifies that the service eligibility criteria set forth herein is met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE arrangement. AT&T-9STATE shall have the right to audit Sprint's high-capacity EELs as specified below.
- 5.3.4 Service Eligibility Criteria
- 5.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Sprint must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

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- 5.3.4.1.1 Sprint has received state certification to provide local voice service in the area being served, ***or in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of a local voice service in that area;***
- 5.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 5.3.4.2.1 Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 5.3.4.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 5.3.4.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 5.3.4.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);
- 5.3.4.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk over which Sprint will transmit the calling party's number in connection with calls exchanged over the trunk;
- 5.3.4.2.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Sprint will have at least one (1) active DS1 local service interconnection trunk over which Sprint will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 5.3.4.2.7 Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 5.3.4.3 AT&T-9STATE may, on an annual basis, audit Sprint's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Sprint failed to comply with the service eligibility criteria, Sprint must true-up any difference in payments at special access rates, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that Sprint did not comply in any material respect with the service eligibility criteria, Sprint shall reimburse AT&T-9STATE for the cost of the independent auditor. To the extent the auditor's report concludes that Sprint did comply in all material respects with the service eligibility criteria, AT&T-9STATE will reimburse Sprint for its reasonable and demonstrable costs associated with the audit. Sprint will maintain appropriate documentation to support its certifications.

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- 5.3.4.4 In the event Sprint converts special access services to UNEs, Sprint shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

6 Dedicated Transport and Dark Fiber Transport

- 6.1 Dedicated Transport. Dedicated Transport is defined as AT&T-9STATE's transmission facilities between wire centers or switches owned by AT&T-9STATE, or between wire centers or switches owned by AT&T-9STATE and switches owned by Sprint, including but not limited to DS1 and DS3 services, as well as dark fiber, dedicated to Sprint. AT&T-9STATE shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, AT&T-9STATE shall not be required to provide to Sprint unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T-9STATE (Entrance Facilities). AT&T-9STATE shall provide unbundled access to DS1, DS3 and dark fiber Dedicated Transport except as otherwise set forth in this Section 6.
- 6.2 AT&T-9STATE shall:
- 6.2.1 Provide Sprint exclusive use of Dedicated Transport to a particular customer or carrier;
- 6.2.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 6.2.3 Permit, to the extent technically feasible, Sprint to connect Dedicated Transport to equipment designated by Sprint, including but not limited to, Sprint's collocated facilities; and
- 6.2.4 Permit, to the extent technically feasible, Sprint to obtain the functionality provided by AT&T-9STATE's digital cross-connect systems.
- 6.3 AT&T-9STATE shall offer Dedicated Transport:
- 6.3.1 As capacity on a shared facility; and
- 6.3.2 As a circuit (i.e., DS0, DS1, DS3) dedicated to Sprint.
- 6.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.5 Sprint may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of AT&T-9STATE's wire centers or switches and another of AT&T-9STATE's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the

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same “route”, irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.6 Technical Requirements

6.6.1 AT&T-9STATE shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.6.2 AT&T-9STATE shall offer the following interface transmission rates for Dedicated Transport:

6.6.2.1 DS0 Equivalent;

6.6.2.2 DS1;

6.6.2.3 DS3; and

6.6.2.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.6.3 AT&T-9STATE shall design Dedicated Transport according to its network infrastructure. Sprint shall specify the termination points for Dedicated Transport.

6.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T-9STATE Technical References;

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

6.6.4.2 AT&T-9STATE’s TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.6.4.3 AT&T-9STATE’s TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

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6.8 **Unbundled** Channelization (Multiplexing)

6.8.1 To the extent Sprint is purchasing DS1 or DS3 Dedicated Transport pursuant to this Agreement, **Unbundled** Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at an AT&T-9STATE central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T-9STATE. Once UC has been installed, Sprint may

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request channel activation on a channelized facility and AT&T-9STATE shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4 (The Bridging and Hubbing Guide).

6.8.2 AT&T-9STATE shall make available the following channelization systems and interfaces:

6.8.2.1 DS1 Channelization System: Channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

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

6.8.3 Technical Requirements. In order to assure proper operation with AT&T-9STATE provided central office multiplexing functionality, Sprint's channelization equipment must adhere strictly to form and protocol standards. Sprint must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.9 Rearrangements

6.9.1 A request to move a working Sprint CFA to another Sprint CFA, where both CFAs terminate in the same AT&T-9STATE Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Pricing Schedule shall apply.

6.9.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Pricing Schedule shall apply.

6.9.3 Upon request of Sprint, AT&T-9STATE shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and Sprint may request OC-TS for such orders.

6.9.4 AT&T-9STATE shall accept a Letter of Authorization (LOA) between Sprint and another carrier that will allow Sprint to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

7 **Non-Impaired Wire Center Criteria And Related Processes**

7.1 AT&T-9STATE has designated and posted, to AT&T CLEC Online website, **and notified CLECs via an Assessible Letter**, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met. **AT&T-9STATE will post updates to this list of Wire Centers on the AT&T CLEC Online website as needed and will issue an Accessible Letter notifying Sprint of any such update.**

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7.2 Commission-approved Wire Center Lists:

7.2.1 In states where the Commission has already determined that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), Sprint may no longer self-certify or request DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the Wire Center in such Wire Center.

7.3 Wire Center Lists Pending Commission Approval:

7.3.1 In states where the Commission has not previously determined, in any proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-9STATE's designations shall be treated as controlling (even if SPRINT believes the list is inaccurate) for purposes of transition and ordering unless Sprint provides a self-certification as outlined below. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-9STATE's designations.

7.4 Self-Certifications:

7.4.1 Sprint shall perform a reasonably diligent inquiry to determine whether, to the best of Sprint's knowledge, the Wire Center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii).

7.4.2 If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-9STATE Wire Center non-impairment designation, the CLEC will provide a self-certification to AT&T-9STATE identifying the Wire Center(s) for which it is self-certifying. To self-certify, Sprint can send a letter to AT&T-9STATE claiming Self Certification or Sprint may elect to self-certify using a written or electronic notification sent to AT&T-9STATE.

7.4.3 If Sprint makes such a self-certification, and Sprint is otherwise entitled to the ordered element under the Agreement, then AT&T-9STATE shall provision the requested facilities in accordance with Sprint's order and within AT&T-9STATE's standard ordering interval applicable to such facilities.

7.4.4 If AT&T-9STATE in error rejects Sprint's orders, where Sprint has provided self certification in accordance with this Section of this Agreement, AT&T-9STATE will modify its systems to accept such orders within 5 business hours of Sprint notification to its Local Service Specialist.

7.4.5 Sprint may not submit a self-certification for a Wire Center after the transition period for the DS1/DS3 UNE Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the Wire Center has passed.

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- 7.5 Sprint may not self-certify that it is entitled to obtain Unbundled DS1/DS3 UNE Loops or Unbundled DS1/DS3 Dedicated Transport at a location where Sprint has met the volume Cap set forth in Sections 0.0.02.2.5.3 above and 0.0.02.2.5.2 above (for DS1/DS3 Dedicated Transport).
- 7.6 Until Sprint provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, Sprint will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3 UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If Sprint fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, AT&T-9STATE may disconnect such circuits or beginning billing Sprint the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.
- 7.7 **AT&T-9STATE will update the AT&T CLEC Online website posted list and will advise Sprint of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this Section 7 above of this Agreement.**
- 7.8 If it desires to do so, AT&T-9STATE can dispute the self-certification and associated Sprint orders for facilities pursuant to the following procedures:
- 7.8.1 AT&T-9STATE will notify the CLEC of its intent to dispute the CLEC's self-certification within thirty (30) calendar days of the CLEC's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.
- 7.8.2 AT&T-9STATE will file the dispute for resolution with the state Commission within sixty (60) calendar days of the CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.
- 7.8.3 AT&T-9STATE will notify Sprint of the filing of such a dispute via Accessible Letter.
- 7.8.4 If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed Wire Center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute.
- 7.9 During the timeframe of any dispute resolution proceeding, AT&T-9STATE shall continue to provide the High-Capacity UNE Loop or Transport facility in question to Sprint at the rates in the Pricing Schedule.
- 7.10 If Sprint withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that Sprint was not entitled to the provisioned DS1/DS3 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated

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Transport under Section 251, the rates paid by Sprint for the affected UNE Loop or Transport shall be subject to true-up as follows:

- 7.10.1 For Wire Centers designated by AT&T-9STATE prior to March 11, 2005 and
- 7.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,
 - 7.10.2.1 Sprint will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus 15% (“Transitional Rates”). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, Sprint will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.
 - 7.10.2.2 For the affected UNE Loop/Transport element(s) installed after March 11, 2005, Sprint will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-9STATE’s Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.
 - 7.10.2.3 For Wire Centers designated by AT&T-9STATE after March 11, 2005,
 - 7.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-9STATE’s Wire Center designation,
 - 7.10.2.3.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 8 below of this Agreement, Sprint will provide a true-up during the period between the date that is thirty (30) calendar days after AT&T-9STATE’s Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.
 - 7.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 0.53.77.1 above of this Agreement has expired, Sprint will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after AT&T-9STATE’s Notice of non-impairment and the end of the applicable transition period described in Section 0.28.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.
 - 7.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-9STATE’s Wire Center designation, Sprint will provide a true-up for the affected UNE

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Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-9STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.

- 7.10.3 In the event of a dispute following Sprint's Self-Certification, upon request by the Commission or Sprint, AT&T-9STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T-9STATE intends to rely, which will include the detailed business line information for the AT&T-9STATE Wire Center or centers that are the subject of the dispute.

8 Future Wire Center Designations

- 8.1 The parties recognize that Wire Centers that AT&T-9STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-9STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process:
- 8.1.1 AT&T-9STATE may update the Wire Center list as changes occur.
- 8.1.2 To designate a Wire Center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T-9STATE will provide notification to Sprint via Accessible Letter and by a posting on AT&T CLEC Online website.
- 8.1.3 AT&T-9STATE will continue to accept Sprint orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date the Accessible Letter is issued.
- 8.1.4 In the event the Sprint disagrees with AT&T-9STATE's determination, Sprint will have sixty (60) calendar days from the issuance of the Accessible Letter to dispute AT&T-9STATE's Wire Center determination by providing a self-certification to AT&T-9STATE.
- 8.1.5 If the CLEC does not use the self-certification process described in Section 0.28.1.4 above to self-certify against AT&T-9STATE's Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, Sprint must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the 90th day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from AT&T-9STATE will be required. Sprint may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated

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Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If Sprint fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, AT&T-9STATE may disconnect such circuits or beginning billing Sprint the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 0.28.2 below.

- 8.1.6 If Sprint does provide self-certification to dispute AT&T-9STATE's designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, AT&T-9STATE may dispute Sprint's self-certification as described in Section 0.27.7 above of this Agreement and AT&T-9STATE will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.
- 8.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus 15%.
- 9 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s)
- 9.1 The provisions of Section 0.53.77.1 above of this Attachment shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 0.53.77.1 above of this Attachment, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to Sprint's End User's service, and all applicable charges shall apply. Cross-connects provided by **AT&T-9STATE** in conjunction with such UNE Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates. Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 9.2 **AT&T-9STATE** will process Sprint orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. **AT&T-9STATE** will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, Sprint is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 9.3A Building that is served by both an impaired Wire Center and a non impaired Wire Center and that is not located in the serving area for the non-impaired Wire Center will continue to have affected elements available from the impaired Wire Center and

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support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

9.4

Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless Sprint has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 7.4.1 of this Agreement, and if Sprint and AT&T-9STATE have failed to reach agreement under Section 7.4.1 of this Agreement as to a substitute service arrangement or element, then AT&T-9STATE may, at its sole option, **disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or** convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.

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ATTACHMENT 3
NETWORK INTERCONNECTION
PART A

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NOTE: TABLE OF CONTENTS WILL BE REVISED IN FINAL VERSION. ALL LANGUAGE IS SUBJECT TO RENUMBERING.

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Network Interconnection: *and Authorized Services Traffic Usage* Call Transport and Termination

1. The Parties shall provide Interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) Authorized Services traffic and Transit Service Traffic.

2. Network Interconnection

2.1 AT&T-9STATE shall provide Interconnection with AT&T-9STATE's network at any Technically Feasible point within AT&T-9STATE's network.

2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Entrance Facilities purchased pursuant to an applicable AT&T tariff; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to AT&T-9STATE for interconnection at other points or through other methods may be made through the Bona Fide Request process set out in the General Terms and Conditions of this Agreement.

2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint and AT&T-9STATE agree to interconnect their networks through existing and/or new Interconnection Facilities. The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and AT&T-9STATE's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

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2.4 Physical Collocation Interconnection

2.4.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a AT&T-9STATE tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

2.5 Virtual Collocation Interconnection

2.5.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a AT&T-9STATE tandem or end office and wishes for AT&T-9STATE to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.

2.6 Interconnection using Entrance Facilities purchased from AT&T-9STATE's Tariffs.

2.6.1 For purposes of call transport and termination, Sprint as the originating party may obtain Entrance Facilities from AT&T-9STATE pursuant to the applicable AT&T-9STATE tariff in conjunction with Interconnection Facilities to interconnect with the AT&T-9STATE network as set forth in the Pricing Schedule.

2.7 Fiber Meet Interconnection

2.7.1 Fiber Meet Point:

2.7.1.1 Fiber Meet Point between AT&T-9STATE and Sprint can occur at any mutually agreeable and technically feasible point at an AT&T-9STATE Tandem or End Office building within each LATA.

2.7.1.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized (in a Unidirectional Path Switched Ring (UPSR) software configuration for AT&T- 9STATE. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

2.7.1.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

2.7.1.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

2.7.1.5 In addition to the semi-annual trunk forecast process discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

2.7.1.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

2.7.1.7 CLEC will provide fiber cable to the last entrance (or AT&T-9STATE designated) manhole at the AT&T-9STATE Tandem or End Office building. AT&T-9STATE shall make all necessary preparations in the manhole to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-9STATE to pull through to the AT&T-9STATE cable vault. CLEC shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber

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from the manhole and terminate it inside AT&T-9STATE's Tandem or End Office building at the cable vault at AT&T-9STATE's expense. In this case, the POI shall be at the AT&T-9STATE designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.

2.7.1.8 Sprint and AT&T-9STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below in this document.

2.7.1.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-9STATE will provide any multiplexing required for DS1 facilities or trunking at its end and Sprint will provide any DS1 multiplexing required for facilities or trunking at its end.

2.8 Points of Interconnection

2.8.1 A minimum of one Point of Interconnection shall be established in each LATA in which Sprint originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with AT&T-9STATE. The location of the initial Point of Interconnection shall be established by mutual agreement of AT&T-9STATE and Sprint. In selecting the initial Point of Interconnection, both AT&T-9STATE and Sprint will act in good faith and select the point that is most efficient for both AT&T-9STATE and Sprint. Sprint and AT&T-9STATE shall each be responsible for engineering and maintaining the network on its side of the Point of Interconnection. Establishment of an initial Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area.

2.8.1.a Responsibilities of the Parties

2.8.1.a.1 Sprint shall provide all applicable network information on forms acceptable to AT&T-9STATE (as set forth in AT&T-22STATE CLEC Handbook, published on the AT&T CLEC Online website).

2.8.1.a.2 Upon receipt of Sprint's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

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2.8.1.a.3 Either Party may add or remove switches. The Parties shall provide 120 calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.

2.8.1.a.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.

2.8.1.1 When Sprint has established a Single POI (or multiple POIs) in a LATA, Sprint agrees to establish additional points of interconnection at an AT&T-9STATE Tandem Serving Area (TSA) separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T 22STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or at an AT&T End Office in a local calling area not served by an AT&T-9STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.8.1.2 Upon written notification from AT&T-9STATE or Sprint requesting the establishment of an additional point of interconnection, the additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.

2.8.2 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process described above will be followed for all physical architecture plan changes.

2.8.3 Sprint is solely responsible, including financially, for the facilities that carry OS/DA, E911, mass Calling and Third Party Trunk Groups

2.9 Interconnection Trunking

2.9.1 AT&T-9STATE and Sprint will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.

2.9.1.1 Sprint shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at Sprint's switch. AT&T-9STATE shall issue ASRs for one-way trunk groups originating at the AT&T-9STATE switch.

2.9.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In, and E911) and Third Party Trunk Groups can be established between Sprint's switch and the appropriate AT&T-9STATE Tandem Switch as further provided in this Section

2.9.2 Any Sprint request that requires special AT&T-9STATE translations and other network modifications will require Sprint to submit a Bona Fide Request via the Bona Fide Request Process set forth in the General Terms and Conditions.

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2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used. AT&T-9STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with Sprint employing MF signaling.

2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint on the order.

2.9.4 a The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.

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2.9.6 One-way and Two-way Interconnection Trunking

2.9.6.1 One-Way Interconnection Trunking

2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint from its end office or switch to deliver such traffic to each AT&T-9STATE access tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These trunk groups shall be one-way except where two-way trunks have been mutually agreed and will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, Sprint must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in below,

2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.

2.9.6.1.3 Sprint's establishment of one-way interconnection trunking to a AT&T-9STATE Local tandem provides for the delivery of its originated Local Traffic to the AT&T-9STATE end users served by AT&T-9STATE end

offices subtending such AT&T-9STATE Local tandem or other AT&T-9STATE local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.

2.9.6.1.4 Unless multiple tandem access is ordered, Sprint CLEC's establishment of one-way interconnection trunks at AT&T-9STATE access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the AT&T-9STATE end users served by such AT&T-9STATE access tandem.

2.9.6.2 Two-Way Interconnection Trunking (may be established and used upon mutual consent of the Parties).

2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint's end office or switch and AT&T-9STATE's access tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These trunk groups will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, Sprint must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section XXX below. Two-way interconnection trunking may also be used to transport Local Traffic between Sprint's end office or switch and AT&T-9STATE's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.

2.9.6.2.1.1 AT&T-9STATE

2.9.6.2.1.1.1 AT&T-9STATE will provide two-way interconnection trunking upon Sprint's request. Once two-way interconnection trunking is established, AT&T-9STATE must use such two-way trunking for AT&T-9STATE-originated traffic.

2.9.6.2.1.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.

2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a AT&T-9STATE local tandem

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provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices.

2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint end office and a AT&T-9STATE access tandem provides intra-tandem delivery of Sprint's originating Local and IntraLATA Toll Traffic from Sprint end users served by such Sprint end office to the AT&T-9STATE end users served by such AT&T-9STATE access tandem.

2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a AT&T-9STATE access tandem and a Sprint end office allows AT&T-9STATE to deliver AT&T-9STATE originated Local and IntraLATA Toll Traffic from AT&T-9STATE end users to the Sprint end users served by such Sprint end office.

2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

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2.9.7.3 Toll Free Traffic

2.9.7.3.1 If Sprint chooses AT&T-9STATE to handle Toll Free database queries from its switches, all Sprint originating Toll Free traffic will be routed over the Third Party Trunk Groups.

2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint requests that AT&T-9STATE perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.9.7.3.3 Sprint may handle its own Toll Free database queries from its own switch. If so, Sprint will determine the nature (Local/Intra-LATA or IXC-carried) of the Toll Free call based on the response from the database. If the query determines that the call is a AT&T-9STATE Local or IntraLATA Toll Free number, Sprint will route the post-query Local or IntraLATA converted ten-digit local number to AT&T-9STATE over the Local or Intra-LATA Trunk Group and shall provide an 800/(8YY) billing Record to AT&T-9STATE. If the query determines that the call is an IXC-carried 800/(8YY) number, Sprint shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Third Party

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Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T-9STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-9STATE over the appropriate trunk group as defined above, within the LATA in which the calls originate.

2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint performs the SSP function, if delivered to AT&T-9STATE, shall be delivered using GR-394 format over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by Sprint using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.

2.9.8 Access Tandem Interconnection Trunking

2.9.8.1 When Tandem trunks are deployed, Sprint shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective AT&T-9STATE Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, AT&T-9STATE shall route appropriate traffic to Sprint switches based on the tandem serving arrangements referenced in the LERG.

2.9.10 AT&T-9STATE Local Tandem Interconnection Trunking

2.9.10.1 This interconnection arrangement allows Sprint to establish interconnection trunking at AT&T-9STATE local tandems for the delivery of Sprint-originated Local Traffic transported and terminated by AT&T-9STATE to AT&T-9STATE end offices within the local calling area as defined in AT&T-9STATE's General Subscriber Services Tariff ("GSST"), section A3 served by those AT&T-9STATE local tandems.

2.9.10.2 When a specified local calling area is served by more than one AT&T-9STATE local tandem, Sprint must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint may choose to establish interconnection trunking at the AT&T-9STATE local tandems where it has no codes homing but is not required to do so. Sprint may deliver Local Traffic to a "home" AT&T-9STATE local tandem that is destined for other AT&T-9STATE or third party network provider end offices served by other AT&T-9STATE local tandems in the same local calling area where Sprint does not choose to establish interconnection trunking. It is Sprint's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint's codes. Likewise, Sprint shall obtain its routing information from the LERG.

2.9.10.3 Notwithstanding establishing interconnection trunking to AT&T-9STATE's local tandems, Sprint must also establish interconnection trunking to AT&T-9STATE access tandems within the LATA on which Sprint has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to connections located at the access tandems.. Toll traffic routed to the local tandem in error will not be backhauled to the AT&T-9STATE access tandem for completion.

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2.9.11 Direct End Office Interconnection Trunking (DEOT)

2.9.11.1 Direct end office trunks transport traffic between a Sprint switch and a AT&T-9STATE end office and are not switched at a Tandem location. When actual or projected End Office Traffic requires twenty-four (24) or more trunks Sprint shall establish a one-way DEOT in AT&T-9STATE (except where the parties have agreed to use two-way trunks.) Once such trunks are provisioned, traffic from Sprint to AT&T-9STATE must be redirected to route first to the DEOT with overflow from either end of the direct end office trunk group alternate routed to the appropriate AT&T-9STATE Tandem that switches traffic. If an . AT&T-9STATE End Office does not subtend an AT&T-9STATE Tandem that switches traffic, a direct final DEOT will be established by Sprint and there will be no overflow of traffic. The overflow will be based on the homing arrangements displayed in the LERG.

2.9.11.2 All traffic received by AT&T-9STATE on a direct end office trunk group from Sprint must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the AT&T-9STATE end office shall be mutually agreed upon by the Parties.

2.9.11.3 If a AT&T-9STATE tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint and AT&T-9STATE subscribers.

2.9.11.4 When end office trunking is ordered by AT&T-9STATE to deliver AT&T-9STATE originated traffic to Sprint, AT&T-9STATE will provide overflow routing through AT&T-9STATE tandems consistent with how AT&T-9STATE overflows its traffic. The overflow will be based on the homing arrangements Sprint displays in the LERG. Likewise, if Sprint interconnects to a AT&T-9STATE end office for delivery of Sprint originated traffic, Sprint may overflow the traffic through the AT&T-9STATE tandems based on the AT&T-9STATE homing arrangements shown in the LERG.

2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.

2.9.12 Other Interconnection Trunk Groups

2.9.12.a Third Party Trunk Groups shall be two-way trunks and must be ordered by Sprint to deliver and receive traffic that neither originates with nor terminates to an ATT 9-STATE End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from Sprint End Users and IXC's. . Establishing Third Party Trunk Groups at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. Sprint shall be responsible for all recurring and nonrecurring charges associated with the traffic transported over these Third Party Trunk Groups

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2.9.12.1 E911 Trunk Group 911 is addressed in a separate attachment to this agreement)

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

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2.9.12.2.2 Sprint shall establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

2.9.12.2.2.a Upon demonstration that the CLEC switch is unable to utilize MF signaling, the CLEC may utilize SS7 signaling for its HVCI/Mass Calling Trunk Group

2.9.12.2.2.b The HVCI trunk group shall be sized as follows:

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<u>Number of Access Lines Served</u>	<u>Number of Mass Calling Trunks</u>
<u>0 – 10,000</u>	<u>2</u>
<u>10,001 – 20,000</u>	<u>3</u>
<u>20,001 – 30,000</u>	<u>4</u>
<u>30,001 – 40,000</u>	<u>5</u>
<u>40,001 – 50,000</u>	<u>6</u>
<u>50,001 – 60,000</u>	<u>7</u>
<u>60,001 – 75,000</u>	<u>8</u>
<u>75,000 +</u>	<u>9 maximum</u>

2.9.12.2.3 If Sprint should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint shall notify AT&T-9STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-9STATE HVCI/Mass Calling Serving Office to Sprint's End User's serving office Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group

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2.9.12.2.5 Where AT&T-9STATE and Sprint both provide HVCI/Mass Calling trunking, both parties trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)

2.9.12.3.a Requirements to Physically Interconnect:

2.9.12.3.a.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facility-Based CLEC that wishes to interconnect with AT&T-9STATE's OS/DA switches 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 .Because Sprint's switch may serve End Users in more than one LATA, the Parties agree that Sprint's OS/DA traffic originates

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from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of Sprint's switch. To the extent Sprint is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, 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.

2.9.12.3.a.2 The Parties will establish an OS/DA demarcation point at the AT&T-9STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

2.9.12.3.a.2.1 The size and type of facilities needed to carry Sprint's switch-based OS/DA traffic;

2.9.12.3.a.2.2 Whether Sprint wishes to interconnect for only OS, or only DA, or both;

2.9.12.3.a.2.3 Whether Sprint or Sprint's Affiliate is collocated in an AT&T-9STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and

2.9.12.3.a.2.4 Whether Sprint or Sprint's Affiliate already has existing OS/DA facilities in place to the AT&T-9STATE's OS/DA platforms.

2.9.12.3.a.3 Sprint shall be financially responsible for the transport facilities to the AT&T-9STATE's switch(es). Sprint may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-9STATE's intrastate Special Access Tariff.

2.9.12.3.1 If AT&T-9STATE provides Inward Assistance Operator Services for Sprint, Sprint will initiate an ASR for a two-way trunk group from its designated operator services switch to the AT&T-9STATE Operator Services Tandem utilizing MF signaling.

2.9.12.3.2 If AT&T-9STATE provides Directory Assistance and/or Operator Services for Sprint, the following trunk groups are required:

2.9.12.3.3 Directory Assistance (DA):

2.9.12.3.3.1 Sprint may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-9STATE Operator Services Tandem in the LATA for the NPA Sprint wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.4 Directory Assistance Call Completion (DACC):

2.9.12.3.4.1 Sprint may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-9STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint

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will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):

2.9.12.3.5.1 Where available, when AT&T-9STATE's operator is under contract to verify the Busy Line or Emergency Interrupt status of the Sprint End Users, AT&T-9STATE will utilize a segregated one-way BLV trunk group with MF signaling from AT&T-9STATE's Operator Services Tandem to Sprint's switch serving End Users in that LATA. Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

2.9.12.3.6 Operator Assistance (0+, 0-):

2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint switch to AT&T-9STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.9.12.3.7 Trunk Design Blocking Criteria

2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
<u>Local Tandem</u>	<u>1%</u>
<u>Local Direct End Office (Primary High)</u>	<u>ECCS*</u>
<u>Local Direct End Office (Final)</u>	<u>2%</u>
<u>IntraLATA</u>	<u>1%</u>
<u>Local/IntraLATA</u>	<u>1%</u>
<u>InterLATA (Meet Point) Tandem</u>	<u>0.5%</u>
<u>911</u>	<u>1%</u>
<u>Operator Services (DA/DACC)</u>	<u>1%</u>
<u>Operator Services (0+, 0-)</u>	<u>0.5%</u>
<u>Busy Line Verification-Inward Only</u>	<u>1%</u>

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*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.

2.9.13 Trunk Servicing

2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.

2.9.13.2a Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service

2.9.13.2a.1 In A Blocking Situation (Over-utilization)

2.9.13.2a.1.1 In a blocking situation, Sprint is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party Trunk Groups and one-way Sprint originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-9STATE will issue a TGSR. Sprint will issue an ASR within three (3) business days after receipt and review of the TGSR. Sprint will note "Service Affecting" on the ASR.

2.9.13.2a.1.2 In a blocking situation, AT&T-9STATE is responsible for issuing ASRs on one-way AT&T-9STATE originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, Sprint will issue a TGSR. AT&T-9STATE will issue an ASR within three (3) business days after receipt and review of the TGSR

2.9.13.2a.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to Sprint for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route

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2.9.13.2a.1.4 If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC

2.9.13.2a.2 Underutilization

2.9.13.2a.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Third Party Trunk Groups exist when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

2.9.13.2a.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group is under eighty percent (80%) for AT&T 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T 9-STATE. In all cases, grade of service objectives shall be maintained.

2.9.13.2a.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

2.9.13.2a.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

2.9.13.2a.1.4 If AT&T-9STATE does not receive an ASR, or if Sprint does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-9STATE will attempt to contact Sprint to schedule a joint planning discussion. If Sprint will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-9STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups or Third Party Trunk Groups.

2.9.13.2b The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-9STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering

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Party within three (3) business days from receipt of a valid error free ASR. A project is defined a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the AT&T-9STATE Interconnection Trunking Project Management group and Sprint 's equivalent trunking group.

2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

2.9.14 Projects:

2.9.14.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-9STATE and Sprint work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Third Party Third Party Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.

2.9.14.1.1 Orders that comprise a project, i.e. greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

2.9.14.2 Projects -Tandem Rehomes/Switch Conversion/Major Network Projects:

2.9.14.2.1 AT&T-9STATE will advise Sprint of all projects significantly affecting Sprint trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T-9STATE may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Sprint trunk group and will specify the required Sprint ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-9STATE ceasing to deliver traffic until the ASR(s) are received and processed.

2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATes at the rates, terms and conditions set forth in this Agreement.

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2.3 Point(s) of Interconnection. *The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.*

2.4 Pre-existing Arrangements. **For Sprint's pre-existing Interconnection arrangements in effect on the Effective Date of this Agreement, Until otherwise requested by Sprint,** AT&T-9STATE shall continue to provide **those** Interconnection arrangements through the existing Interconnection Facilities and Point of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. **After the Effective Date of this Agreement,** AT&T-9STATE shall provide **such any** new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to **the terms and conditions of** this Agreement.

2.5 Interconnection Facilities.

2.5.1 Directionality and Conformance Standards. *Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where Technically Feasible, AT&T 9-STATE and Sprint Facilities' shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when Technically Feasible. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased for use as Interconnection Facilities will apply, subject to the rates, terms and conditions set forth in this Agreement.*

2.5.2 Trunk Groups. *The Parties will establish trunk groups from the Interconnection Facilities such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T 9-STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.*

2.5.3 Interconnection Facility Costs. *The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:*

- (a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA.*

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When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.

(b) Sprint Switch Location, When a Sprint switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such CLEC switch in that LATA. When a Sprint switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI.

(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".

(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,

(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.

(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.

(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.

(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable

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requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.

2.5.4 Use of Interconnection Facilities.

(a) No Prohibitions. *Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.*

(b) Multi-Use/Multi-Jurisdiction Trunking. *Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.*

(c) Jointly Provided Switched Access. *When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.*

(d) Sprint as a Transit Provider. *As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.*

2.6. Virtual or Physical Collocation Interconnection. *Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation are as set forth in the Pricing Schedule may be provided in a separate collocation agreement, negotiated on an individual case basis.*

2.7 Fiber Meet Interconnection

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2.7.1 Fiber Meet Interconnection between AT&T 9-STATE and Sprint can occur at any Technically Feasible point between Sprint premises and an AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.

2.7.2 If Sprint elects to Interconnect with AT&T 9-STATE pursuant to a Fiber Meet, the Parties shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of Authorized Services traffic via designated Facilities at Technically Feasible transmission speeds as mutually agreed to by the Parties. The Parties shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).

2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

(a) Design One: Sprint's fiber cable (four fibers) and AT&T 9-STATE's fiber cable (four fibers) are connected at a Technically Feasible point between Sprint and AT&T 9-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point Meet Point.

(b) Design Two: Both Sprint and AT&T 9-STATE each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint and AT&T 9-STATE. AT&T 9-STATE will provide the fibers associated with the "working" side of the system. Sprint will provide the fibers associated with the "protection" side of the system. Sprint and AT&T 9-STATE will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

2.7.4 AT&T 9-STATE shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting AT&T 9-STATE Central Office.

2.7.5 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting Sprint Central Office.

2.7.6 Sprint and AT&T 9-STATE may mutually agree upon a Technically Feasible Point of Interconnection outside

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the Interconnecting AT&T 9-STATE Central Office as a Fiber Meet point. AT&T 9-STATE shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T 9-STATE shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint, Point of Interconnection to AT&T 9-STATE).

2.7.7 Sprint shall deliver and maintain Sprint's fiber optic Facility wholly at its own expense. Upon verbal request by Sprint, AT&T 9-STATE shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint and AT&T 9-STATE agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

2.7.9 Sprint and AT&T 9-STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint and AT&T 9-STATE will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and AT&T 9-STATE.

2.7.10 Sprint and AT&T 9-STATE shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.

2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

2.7.12 Neither Sprint or AT&T 9-STATE shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of Authorized Services traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.

2.9 Interconnection Facilities/Arrangements Rates and Charges.

2.9.1 AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements ("Interconnection-Related Services") that AT&T provides to Sprint shall be at the lowest of the following Rates/Charges:

- a) The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;*

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b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;

c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;

d) AT&T 9-STATES' tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,

e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.

2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.

2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.

2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.

3. Network Design And Management For CLEC Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to

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install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. AT&T-9STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. AT&T-9STATE Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.4.1 Restrictive Controls

3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint and AT&T-9STATE will immediately notify each other of any protective control action planned or executed.

3.4.2 Expansive Controls

3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.4.3 Mass Calling

3.4.3.1 Sprint and AT&T-9STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of

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CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.5.1 Sprint shall provide all SS7 signaling information including, without limitation, charge number and originating line information (“OLI”). For terminating FGD, AT&T-9STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (“TNS”) parameter, carrier identification codes (“CIC”) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.5.2 Signaling Call Information. AT&T-9STATE and Sprint will send and receive 10digits for Local Traffic. Additionally, AT&T-9STATE and Sprint will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint may request additional traffic data via the Network Usage Information Service offered in Section A32 of the AT&T-9STATE state General Subscriber Service Tariff. The Parties agree that each forecast provided under this Section shall be deemed “Confidential Information” in the General Terms and Conditions - Part A of this Agreement.

3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer

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usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.

3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

3. Network Management

3.1 *The Parties will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T 9-STATE will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.*

3.2 *Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.*

3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).

3.3 *Network Congestion. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.*

3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.

3.4 *Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.*

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3.5 Signaling. *The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.*

3.6 Forecasting. *Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.*

3.7 *The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T 9-STATE provides recording capabilities. This exchange of information is required to enable each Party to bill properly.*

AT&T DELETED THE SECTIONS REFERRING TO TRANSIT TRAFFIC IN THE ORIGINAL AGREEMENT AND INSTEAD PROPOSED EXECUTING A COMMERCIAL TRANSIT SERVICES AGREEMENT BETWEEN THE PARTIES. SEE ALSO DISPUTED POINT LIST (DPL) FOR NETWORK INTERCONNECTION – ISSUE 1.

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4. *Transit Service.*

4.1 *AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint is Interconnected to AT&T 9-STATE.*

4.2 *Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.*

4.3 *The Party that provides a Transit Service under this Agreement (“Transit Provider”) shall only charge the other Party (“Originating Party”) the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.*

5. *Local Dialing Parity. Each Party shall provide local dialing parity, meaning that each Party’s customers will not have to dial any greater number of digits than the other Party’s customers to complete the same call.*

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ATTACHMENT 3
NETWORK INTERCONNECTION
PART B

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NOTE: TABLE OF CONTENTS WILL BE REVISED IN FINAL VERSION. ALL LANGUAGE IS
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Network Interconnection *and Authorized Services Traffic Usage* Call Transport and Termination

1. NOTE: Sections 1 thru 5 appear in file named Attachment 3 – Part A.

2.

3.

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6. Interconnection Compensation

6.1a Responsibilities of the Parties

6.1a.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

6.1a.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

6.1a.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T SOUTHEAST REGION 9-STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

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6.1a.4 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Section 6.2, 6.3 and 6.4 below.

6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.

6.1a.6 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own “local” calling area(s) for purposes of its provision of Telecommunications services to its End Users.

6.1a.7 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties’ obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.

6.1a.8 The Parties acknowledge that Section 6 addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.

6.1b Reciprocal Compensation for Termination of Section 251(b)(5) Traffic:

6.1b.1 AT&T-9STATE and CLEC agree to carry out the FCC’s interim ISP terminating compensation plan on the effective date of the AT&T-9STATE Agreement in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC’s ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

6.1b.2 Multiple Tandem Access (MTA) Interconnection (AT&T SOUTHEAST REGION 9-STATE)

6.1b.2.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in Pricing Schedule and shall be billed in addition to any call transport and termination charges.

6.1b.2.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T SOUTHEAST REGION 9-STATE’s MTA service without properly ordering MTA, CLEC shall pay AT&T SOUTHEAST REGION 9-STATE the associated MTA charges.

6.1c Rates, Terms and Conditions of FCC’s Interim ISP Terminating Compensation Plan:

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6.1c.1 The rates, terms and conditions set forth in Section 6.1c shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties. All ISP-Bound Traffic is subject to the rebuttable presumption.

6.1c.2 Intercarrier Compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic:

6.1c.2.1 The rates, terms, and conditions in Section 6.1c apply to the termination of all Section 251(b)(5) Traffic as defined in Section 1.8 above and ISP-Bound Traffic as defined in Section 1.7. ISP-Bound Traffic is subject to the rebuttable presumption.

6.1c.2.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule.

6.1c.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office switch.

6.1c.3 For purposes of this Section 6.3.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as “Billable Traffic” and will be billed in accordance with Section 6.1g.

6.1c.3.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 6.1c.2.2 above.

6.1d Other Telecommunications Traffic:

6.1d.1 Except as set forth in Section 6.1c above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.1d.2 *Intentionally Left Blank.* FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User’s physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers’ tariffed Switched Exchange Access rates (also known as “Meet Point Billed” compensation). There are two types of FX service:

6.1d.2.1 “Dedicated FX Traffic” shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User’s station from a serving Central Office (also known as End Office) located outside of that station’s mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, “foreign,” exchange, thereby creating a local presence in that “foreign” exchange.

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6.1d.2.2 “Virtual Foreign Exchange (FX) Traffic” and “FX-type Traffic” shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User’s station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, “foreign,” exchange, thereby creating a local presence in the “foreign” exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.1d.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-9STATE.

6.1d.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. “Bill and Keep” refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party’s network.

6.1d.2.4 Segregating and Tracking FX Traffic:

6.1d.2.4.1 For AT&T-9STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.1d.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-9STATE.

6.1d.2.4.3 In AT&T-9STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day’s written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.1d.2.4.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which

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is to happen within nine (9) months of the initial audit.

6.1d.3

Private Line Serv

bandwidth between two (2) or more points.

6.1d.4

The Parties recog

that could make the rates and rate structure in sections above not apply, including but not limited to ISP calls that meet the definitions of:

6.1d.4.1 FX Traffic

6.1d.4.2 Optional EAS Traffic

6.1d.4.3 IntraLATA Toll Traffic

6.1d.4.4 800, 888, 877, (“8YY”) Traffic

6.1d.5

The Parties agree

Parties agree that the compensation mechanisms set forth in Section 6.1b above and Section 6.1c above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.1d.2 above; (b) 8YY Traffic are set forth in Section 6.8 below; and/or (c) IntraLATA Toll Traffic are set forth in Section 6.11 below.

NOTE: The following “Long Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic”, Section 6.1e, is offered by AT&T as an alternative as explained in Issue 16 in the Disputed Point List (DPL).

6.1e

Long-Term Local

6.1e.1 Upon mutual agreement that qualifying traffic between the Parties has been within +/-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-9STATE and Sprint in AT&T-9STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic .

6.1e.2

The Parties agree

exchanged between the Parties is “In-Balance.” In-Balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).

6.1e.3

The calculation f

by the sum of both Parties’ end users’ terminated Section 251(b)(5) Traffic and ISP-Bound Traffic multiplied by 100.

6.1e.4

The Parties agree

Traffic and ISP-Bound Traffic.

6.1e.5

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6.1e.6 In the event that

6.1e.7 Should the Parties

event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable.

6.1e.8 Upon reasonable

delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

6.1e.9 The auditing Party

under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest outlined in Attachment 7 - Billing.

6.1e.10 The Parties will c

6.1e.11 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement.

6.1f Compensation for

6.1f.1 Where CLEC orig
Traffic.

6.1g Billing Arrangeme

6.1g.1 In AT&T-9STATE
Traffic, ISP-Bound Traffic. These Recordings are the basis for each Party to generate bills to the other Party.

6.1g.2 The measuremen
then rounded to the next whole minute.

6.1g.3 All ISP-Bound Tra
partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.

6.1g.4 For billing disput
bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions.

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Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

6.1.4 ***Except to the extent permitted by law, n***Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic traffic for purposes of payment of reciprocal compensation.

6.1.5 For AT&T-9STATE and Sprint traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed.

6.1.5.1 Intentionally left blank.

6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP any traffic and the associated compensation.

6. Authorized Services Traffic Per Minute Usage.

6.1 Classification of Authorized Services Traffic Usage.

[If only two billable categories are deemed necessary]

Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services Terminated Traffic (which includes Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.

[If more than two billable categories are deemed necessary]

Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.

6.2 Authorized Services Traffic Usage Rates.

6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.

6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:

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[If only two billable categories are deemed necessary]

- ***Terminated Traffic Rate***
- ***Transit Service Rate***

[If more than two billable categories are deemed necessary]

- ***Telephone Exchange Service Rate***
- ***Telephone Toll Service Rate***
- ***Information Services Rate***
- ***Interconnected VoIP Rate***
- ***Transit Service Rate***

6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate (“Rate”) that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:

- a) The Rate contained in the Pricing Schedule attached hereto;***
- b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;***
- c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,***
- d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.***

6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. *Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.*

6.2.4 Symmetrical Rate Application. *Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.*

6.3 Recording and Billing for Authorized Services Traffic.

6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.

6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.

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6.3.3 *Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").*

6.3.4 *If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.*

6.3.5 *The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate.*

6.3.6 *Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.*

6.3.7 *Conversion to Bill and Keep for Telephone Exchange Service Traffic.*

a) If the Telephone Exchange Service traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.

b) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service traffic Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing.

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6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.

6.2 Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.

6.3 Percent Local Use. AT&T-9STATE and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, AT&T-9STATE and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide AT&T-9STATE with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.

6.4 Percent Local Facility. AT&T-9STATE and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors Reporting Guide

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used in the provision of Local Interconnection Trunks. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint CLEC with the calculated PLF factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.

6.5 Audits. On ~~sixty (60)~~ **thirty (30)** days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. **Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE.** Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by **twenty (20%) five (5%)** percentage points or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Intentionally Left Blank.

6.7 Intentionally Left Blank.

6.8 Compensation for CLEC **IntraLATA Toll Traffic Telephone Toll Service traffic**

6.8.1 **CLEC IntraLATA Toll Traffic Telephone Toll Service traffic.** For purposes of this Attachment, CLEC **IntraLATA Toll Traffic Telephone Toll Service traffic** is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA, **and results in Telephone Toll Service charges being billed to the originating end user by the originating Party where one of the locations lies outside of the mandatory local calling areas as defined by the Commission and results in intraLATA toll charges being billed to the originating end user by the originating Party.** **Moreover, AT&T-9STATE originated Telephone Toll Service traffic will be delivered to Sprint using traditional Feature Group C non-equal access signaling.**

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6.8.2 Compensation for CLEC IntraLATA Toll Traffic Telephone Toll Service traffic. For terminating its CLEC IntraLATA Toll Traffic Telephone Toll Service traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.

6.8.2.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.

6.8.2a Primary Toll Carrier Arrangements

6.8.2a.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated, and AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

6.8.2a.1.1 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC for this PTC traffic as it would for AT&T-9STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-9STATE.

6.8.2a.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T KENTUCKY, , AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-9STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.

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6.1i Intrastate IntraLATA

6.1i.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-9STATE's tariff in whose exchange area the End User is located.

6.1i.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-9STATE's tariff in whose exchange area the End User is located.

6.1i.3 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

6.1i.4 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.

6.1i.5 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

6.8.3 Compensation for CLEC 8XX Traffic. Each Party (AT&T-9STATE and Sprint shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.

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6.8.4 Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers, IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

6.8.5 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.

6.8.6 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.

6.9 ***Mutual Provision of*** Switched Access Service for Sprint and AT&T-9STATE

6.9.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

6.9.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

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6.9.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-9STATE End User that obtains local dial tone from AT&T-9STATE where AT&T-9STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

6.9.1.3 Switched Access Traffic delivered to AT&T-9STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or

6.9.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.

6.9a Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

6.9a.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.

6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a ~~Mmulti-Bbill~~ / multi-tariff Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company The recording Party agrees to provide to the non-Recording Company initial billing Party, at no charge, the Switched Access detailed usage data within no

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more than sixty (60) days after the recording date. ***The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within ten (10) days of rendering the initial bill to the IXC.*** Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. **In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.**

6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.9.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).

6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.

6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).

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6.13.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 6.3 above of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) calendar days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) calendar days of the effective date of the order, or be subject to dispute under the General Terms and Conditions of this Agreement.

7. Operational Support Systems (OSS) Rates

AT&T-9STATE has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Pricing Schedule of this Agreement.

Pricing SHEET

Unless expressly identified to be a "Negotiated" Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.

Interconnection Facility/Arrangements Rates and Charges.

Lower of -

Existing Prices:

Negotiated Prices [none at this time];

AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];

AT&T Tariff Prices at 35% reduction;

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AT&T TELRIC Prices - TBD**Authorized Services Per Conversation MOU Usage Rates****Sprint:**

Telephone Exchange Service Rate:	[TBD*]
Telephone Toll Service Rate:	Terminating Party's interstate/intrastate access Tariff Rate
Information Services Rate	No Rate - Bill and Keep
Interconnected VoIP Rate	No Rate - Bill and Keep
Transit Service Rate	[TBD*]

Lower of -*Negotiated Prices [none at this time¹];****AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];****AT&T TELRIC Prices [TBD]**

¹**Sprint offers the following three mutually exclusive per Conversation MOU Usage Rates as potential negotiated Rates to avoid need for updated TELRIC studies:**

- 1) **Authorized Services traffic at same Rate:** **No Rate – Bill and Keep**

Transit Service Rate **\$0.00035**

- OR -

- 2) **All Authorized Services traffic at same Rate:** **\$0.0007 Tandem/\$0.0035 End Office**

Transit Service Rate **\$0.00035**

- OR -**Sprint:**

Telephone Exchange Service Rate:	\$0.0007
Telephone Toll Service Rate:	Terminating Party's interstate/intrastate access Tariff Rate
Information Services Rate	No Rate - Bill and Keep
Interconnected VoIP Rate	No Rate - Bill and Keep
Transit Service Rate	\$0.00035

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ATTACHMENT 3A
OUT OF EXCHANGE TRAFFIC

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ATTACHMENT 3A - OUT OF EXCHANGE TRAFFIC**Out of Exchange Traffic Definitions**

- 1.1 **"Out of Exchange LEC (OE-LEC)", for purposes of this Attachment only, means CLEC when it is operating within AT&T-9STATE's incumbent local Exchange Area and also providing Telecommunications Services in another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling.**
- 1.2 **"Out of Exchange Traffic" for purposes of this Attachment only, is Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:**
 - 1.2.1 **Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T-9STATE End User located in an AT&T-9STATE local Exchange Area or;**
 - 1.2.2 **Originates from an AT&T-9STATE End User located in an AT&T-22STATE local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.**

Out of Exchange Traffic

- 1.3 **Interconnection services are available in accordance with Section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T-9STATE incumbent exchange in accordance with this Section 1.0.**
- 1.4 **The Parties acknowledge and agree that AT&T-9STATE is only obligated to make available Interconnection under Section 251(c)(2) of the Act to SPRINT at technically feasible points within AT&T-9STATE's network and not in locations, such as territories of other ILECs, where AT&T-9STATE does not maintain a network. Other Attachments to this Agreement set forth the terms and conditions pursuant to which AT&T-9STATE agrees to provide SPRINT with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251z(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-9STATE's incumbent local Exchange Areas for the provision of SPRINT's Telecommunications Services.**
- 1.5 **For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of AT&T-9STATE incumbent local Exchange Areas and desires to interconnect OE-LEC's network with AT&T-9STATE's network(s).**
- 1.6 **For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T-9STATE pursuant to Section 251(a) of the Act.**
- 1.7 **Network Connections For Out of Exchange Traffic:**
 - 1.7.1 **OE-LEC represents that it operates as a SPRINT within AT&T-9STATE Exchange Areas and has a POI located within AT&T-9STATE Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such AT&T-9STATE Exchange Areas. Based upon the foregoing, the Parties agree that AT&T-9STATE's originating traffic will be delivered to OE-LEC's existing POI**

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arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-9STATE will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from AT&T-9STATE's End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and AT&T-9STATE, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-9STATE End Office.

- 1.7.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-9STATE serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.

1.7.2.1 In AT&T SOUTHEAST REGION 9-STATE, where SPRINT does not interconnect at every AT&T serving Tandem in a LATA, SPRINT must use Multiple Tandem Access (MTA) to route traffic in accordance with Section 4.3.3.1 above.

- 1.7.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.

- 1.7.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.

- 1.7.5 If AT&T-9STATE is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-9STATE End Office.

- 1.7.6 Except as otherwise provided in this Section 1.0, for OE-LEC originated/AT&T-9STATE terminated traffic or AT&T-9STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section, the Parties will work cooperatively to correct the problem.

- 1.7.7 AT&T-9STATE shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-9STATE (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an AT&T-9STATE Tandem. Any compensation due AT&T-9STATE for such misrouted traffic shall be paid by OE-LEC. AT&T-9STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.

- 1.7.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.

- 1.7.9 Connection of a trunk group from OE-LEC to AT&T-9STATE's Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party

interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).

1.7.9.1 In AT&T SOUTHEAST REGION 9-STATE, if OE-LEC does not choose Access Tandem interconnection at every AT&T SOUTHEAST REGION 9-STATE Access Tandem within a LATA, OE-LEC must utilize AT&T SOUTHEAST REGION 9-STATE's MTA Interconnection. To utilize MTA, OE-LEC must establish an interconnection trunk group(s) at a minimum of one AT&T SOUTHEAST REGION 9-STATE Access Tandem within each LATA as required.

1.7.10 AT&T-9STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-9STATE Exchange Areas, in AT&T-9STATE Tandems and End Offices using AT&T-9STATE's standard code opening timeframes.

1.8 Intercarrier Compensation for Out of Exchange Traffic:

1.8.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in the Intercarrier Compensation Section.

1.9 InterLATA Section 251(b)(5) Traffic:

1.9.1 AT&T-9STATE will exchange AT&T-9STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-9STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the AT&T-9STATE Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-9STATE exchange, AT&T-9STATE shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-9STATE will not provision or be responsible for facilities located outside of AT&T-9STATE Exchange Areas.

1.9.2 The Parties agree that the AT&T-9STATE InterLATA Section 251(b)(5) traffic from each AT&T-9STATE End Office will not overflow to an alternate route.

1.9.3 OE-LEC must provide AT&T-9STATE a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.

Attachment 4

Physical Collocation

COLLOCATION

1.0 Scope of Attachment

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-22STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-22STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.
- 1.1.1 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-22STATE property for the purposes set forth in Section 1.1.
- 1.1.2. The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 1.2 Right to occupy. AT&T-9STATE shall offer to Sprint collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, AT&T-9STATE hereby grants to Sprint a right to occupy that certain area designated by AT&T-9STATE within an AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by AT&T-9STATE, which agreement should not be unreasonably withheld (hereinafter "Collocation Space"). AT&T-9STATE Premises include AT&T-9STATE Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by AT&T-9STATE that house AT&T-9STATE Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for AT&T-9STATE Premises other than AT&T-9STATE Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office. Notwithstanding the foregoing, AT&T-9STATE shall consider in its designation for cageless collocation any unused space within the AT&T-9STATE Premises.
- 1.3. Reclamation of Dedicated Space: If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-9STATE

to obtain access to AT&T-9STATE 251(c)(3) UNEs meeting all the requirements of Section 1.5.1 and Section 4.7 herein and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-9STATE has the right to reclaim the Dedicated Space. AT&T-9STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-9STATE or obtain access to AT&T-9STATE 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

1.3.1 If the Physical Collocator causes AT&T-22STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-22STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

1.4 Space Reservation. AT&T-9STATE and Sprint may reserve floor space for their own specific uses for a two-year period, except in Florida, where the period shall be eighteen (18) months. Except as otherwise provided, upon denial of a Sprint request for physical collocation, AT&T-9STATE shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the applicable Commission. AT&T-9STATE shall remove obsolete unused equipment from the premises according to its scheduled date for such removal. AT&T-9STATE shall, upon request from Sprint, remove obsolete unused equipment from its premises prior to AT&T-9STATE's scheduled removal of such equipment, to make available the amount of space requested for collocation by Sprint. There will be no additional cost for such removal of obsolete and unused equipment over and above the Space Preparation Charges assessed for said collocation space. Consistent with FCC Rule 51.323(f)(5), AT&T-9STATE shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless AT&T-9STATE proves to the Commission that virtual collocation at that point is not technically feasible. Neither AT&T-9STATE nor any of AT&T-9STATE's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.5 Collocation Space

1.5.1 Use of Collocation Space:

1.5.1.1 Nature of Use – Equipment Permitted to be Collocated

1.5.1.2 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with AT&T-9STATE at a level equal in quality to that which AT&T-9STATE obtains within its own network or AT&T-9STATE provides to an Affiliate, subsidiary, or other Party.

- 1.5.1.3 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.
- 1.5.1.4 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.
- 1.5.1.5 **AT&T-9STATE** will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, **AT&T-9STATE** may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to **AT&T-9STATE** in a timely manner.
- 1.5.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of **AT&T-9STATE**'s property.
- 1.5.3 Demarcation Point - **AT&T-9STATE**
- 1.5.3.1 **AT&T-9STATE** will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and **AT&T-9STATE**'s network facilities. For DS0, DS1, DS3 and fiber terminations, **AT&T-9STATE** shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an **AT&T-9STATE** AIS Tier 1 to installing their interconnection cabling to the **AT&T-9STATE** designated demarcation point.
- 1.5.3.2 The Physical Collocator or its **AT&T-9STATE** AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 1.5.3.3 The Virtual Collocator via its **AT&T-9STATE** AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision

cross-connects that may be required within its own Collocation Space to activate service requests. AT&T-22STATE will maintain the Virtual Collocation arrangement.

1.6 Rates and charges. Sprint agrees to pay the rates and charges identified at the Price Schedule.

2.0 Space Notification

2.1 Application Process. AT&T-9STATE will provide Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-9STATE will follow the Collocation Application (“Application”) process in the AT&T-9STATE’s Interconnector’s Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-9STATE’s CLEC Online website and will pay AT&T-9STATE an initial Planning/Application Fee as found in the Pricing Schedule.

2.1.1 Application for Multiple Methods of Collocation:

2.1.1.1 A Collocator wishing AT&T-9STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-9STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-9STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

2.1.2 Complete and Accurate Application Review Process:

2.1.2.1 Upon receipt of the Collocator’s complete and accurate Application and initial Planning/Application Fee payment, AT&T-22STATE will begin development of the quotation.

2.1.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-22STATE shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-22STATE will not select for Collocator the type of Collocation to be ordered.

2.1.2.3 All applicable NRCs are required to be paid to AT&T-22STATE prior to the Collocation space being turned over to the Collocator. AT&T-13STATE processes the payment of the aforementioned NRCs in two installments: 50% of the applicable NRCs are due upon the Collocator’s deliverance of the signed

BFFO to AT&T-13STATE with the remaining 50% payment due two weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

- 2.2 Reporting. Upon request from Sprint, AT&T-9STATE will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report at the Premises requested and the measures AT&T-9STATE is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from Sprint must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 AT&T-9STATE will respond to a request for a report regarding space availability for a particular AT&T-9STATE Premise in accordance with the following intervals from receipt of such request. AT&T-9STATE will respond in ten (10) calendar days to requests for a report regarding space availability in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, AT&T-9STATE will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) AT&T-9STATE Premises locations within the same State. AT&T-9STATE will respond within fifteen (15) calendar days to the request for the eleventh (11) to fifteenth (15) locations within the same State. AT&T-9STATE will respond within twenty (20) calendar days to the request for the sixteenth (16) to twentieth (20) locations within the same State. When Sprint requests greater than twenty (20) locations within a State, AT&T-9STATE's time for response will increase in a similar five (5) calendar day intervals for the additional (5) five locations requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.).
- 2.3 Denial of Application. In responding to an Application request if space is not available, AT&T-9STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-9STATE knows when additional Collocation space may become available at the AT&T-9STATE CO requested by Collocator such information will be provided to Collocator in AT&T-9STATE's written denial of Collocation Space. AT&T-9STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.
- 2.3.1 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning

Fee, will be returned to the Collocator. When **AT&T-9STATE**'s response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, **AT&T-9STATE** will bill the applicable Application/Planning fee.

2.3.2 In the event of a denial, **AT&T-9STATE** will file a notice that the Collocator's request was denied with the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:

- 2.3.2.1 central office common language location identifier (CLLI),
- 2.3.2.2 the identity of the requesting Collocator,
- 2.3.2.3 the total amount of space at the **AT&T-9STATE** premises
- 2.3.2.4 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook)
- 2.3.2.5 identification of switch turnaround plans and other equipment removal plans and timelines, if any,
- 2.3.2.6 CO rearrangement/expansion plans, if any,
- 2.3.2.7 and description of other plans, if any, that may relieve space exhaustion.

2.3.4 In the event **AT&T-9STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **AT&T-9STATE**'s designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

2.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **AT&T-9STATE** representative and the representative the Collocator, who will participate in the tour.

2.3.6 **AT&T-9STATE** will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. **AT&T-9STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.

2.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise **AT&T-9STATE**. The Collocator and **AT&T-9STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The

Collocator and AT&T-9STATE reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-9STATE to justify the basis for any denial of collocation requests.

2.4 Revisions:

- 2.4.1 If a modification or revision is made to any information in the Application after AT&T-22STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-22STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-22STATE.
- 2.4.2 Once AT&T-22STATE has provided the BFFO/quote and CLEC has accepted and authorized AT&T-22STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.

2.5 Augments;

- 2.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.
- 2.5.2 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.
- 2.5.3 Several types of Augments are identified in the Collocation section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:
 - 2.5.3.1 100 Copper cable pair connections
 - 2.5.3.2 28 DS1 connections and/or
 - 2.5.3.3 1 DS3 connections and/or
 - 2.5.3.4 24 fiber connections

- 2.6 For all Augments other than provided above, AT&T-22STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures

associated with Augment Applications can be found in AT&T-22STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

2.7 Intervals for Interconnection & Power Cabling:

2.7.1 CLEC shall consult the AT&T CLEC On-Line Handbook for information regarding interval changes regarding Interconnection to and /or Power Cabling changes. CLEC must use an AT&T-22STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

2.8 Waiting List. As new space becomes available, AT&T-9STATE will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. AT&T-9STATE will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. AT&T-9STATE will notify those CLECs that can be accommodated on said waiting list that space shall become available within sixty (60) calendar days prior to space becoming available, to the extent known, where a waiver has previously been filed. If not known sixty (60) calendar days in advance, AT&T-9STATE shall notify carriers on the list within two (2) business days of the determination that space is available. The notification to the CLEC will include the following information: space availability date, which is the date that the subsequently available space becomes subject to Application for physical collocation, the date by which AT&T-9STATE must have received the updated, complete, and correct Application, which is thirty (30) calendar days following the space availability date, and the amount of space that AT&T-9STATE has identified as available for the customer. Within thirty (30) calendar days of the Space Availability date, Sprint must notify AT&T-9STATE in writing that Sprint wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Sprint does not submit such an application or notify AT&T-9STATE in writing as described above, AT&T-9STATE will offer such space to the next CLEC on the waiting list and remove Sprint from the waiting list. AT&T-9STATE will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion. Upon request, AT&T-9STATE will advise Sprint as to its position on the list. In this scenario, if a CLEC that has been offered newly available space declines such space, AT&T-9STATE will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

2.9 Public Notification. AT&T-9STATE will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. AT&T-9STATE shall update such document within ten (10) calendar days of the Denial of Application date. AT&T-9STATE will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. AT&T-9STATE shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

- 2.10 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals that are applicable to Sprint that are different than those set forth in this section, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction.

3.0 Collocation Options

- 3.1 Cageless. **AT&T-9STATE** shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. **AT&T-9STATE** shall allow Sprint to have direct access to its equipment and facilities but may require Sprint to use a central entrance to the **AT&T-9STATE** Premises. **AT&T-9STATE** shall make cageless collocation available in single bay increments pursuant to Section 6. Except where Sprint's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), **AT&T-9STATE** shall assign cageless Collocation Space in conventional equipment rack lineups where technically feasible. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 5.5 following.
- 3.2 Caged Physical Collocation. Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T-9STATE** within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, **AT&T-9STATE** will not provide the Physical Collocator with direct access to **AT&T-9STATE**'s MDF, with the exception of the **AT&T-9STATE**'s AIS Tier 1.
- 3.2.1 **AT&T-9STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an **AT&T-9STATE** Premises will not be responsible for the entire cost of site preparation and security.
- 3.2.2 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by **AT&T-9STATE** in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

3.2.3 AT&T-9STATE has the right to review Sprint's plans and specifications prior to allowing construction to start. Such review shall not unreasonably delay provisioning intervals as specified herein. AT&T-9STATE has the right to inspect the enclosure after construction to make sure it is designed and constructed according to AT&T-9STATE's guidelines and to require Sprint to remove or correct at Sprint's cost any structure that does not meet these AT&T-9STATE Guidelines.

3.3 Shared (Subleased) Caged Collocation. Sprint may allow other telecommunications carriers to share Sprint's caged collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the AT&T-9STATE Premises is located within a leased space and AT&T-9STATE is prohibited by said lease from offering such an option. Sprint shall notify AT&T-9STATE in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between AT&T-9STATE and Sprint.

3.3.1 Sprint shall be the sole interface and responsible Party to AT&T-9STATE for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. AT&T-9STATE shall provide Sprint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Sprint shall be the responsible party to AT&T-9STATE for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in the Price Schedule. Notwithstanding the foregoing, Guest may arrange directly with AT&T-9STATE for the provision of the interconnecting facilities between AT&T-9STATE and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 Sprint shall indemnify and hold harmless AT&T-9STATE from any and all claims, actions, and causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Collocation Space. Nothing herein shall be construed to require indemnification by a party for the willful misconduct or gross negligence of the other party or, where prohibited by law, indemnification for a party's own negligence or sole negligence and, to the extent such exclusion must be expressly stated the term indemnification as used in this section shall be construed to exclude specifically a party's gross negligence or willful misconduct and a party's own negligence or sole negligence. Where indemnification by a party is permitted for claims arising out of the other party's own negligence but such intention must be expressly stated, the term "indemnify" is used

in this section shall include the duty to indemnify for such other party's negligence. Nothing herein shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this section is found to be invalid or unenforceable, the parties agree that the obligation to indemnify under this Agreement shall be to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.

- 3.4 Adjacent Collocation. AT&T-9STATE will provide adjacent collocation in controlled environmental vaults or similar structures to be constructed or otherwise procured by Sprint ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, and reasonable safety and maintenance requirements. AT&T-9STATE and Sprint will mutually agree on the location of the designated space on the AT&T-9STATE property where the adjacent structure, such as a controlled environmental vault or similar structure, will be placed. AT&T-9STATE may withhold agreement with respect to a location, which would otherwise be prohibited pursuant to Section 1.1. Neither party shall unreasonably withhold agreement as to any proposed location, provided, however, that it shall be in AT&T-9STATE's final discretion as to the location of the adjacent structure. The Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with AT&T-9STATE's design and construction specifications in effect at the time the adjacent structure is requested. After the adjacent arrangement is constructed any changes to these specifications will not be binding on Sprint for such already constructed arrangements without Sprint's prior written concurrence. Further, Sprint shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.
- 3.4.1 Should Sprint elect such option, Sprint must arrange with an AT&T-9STATE certified contractor to construct an Adjacent Arrangement structure in accordance with AT&T-9STATE's guidelines and specifications, or if there are more stringent applicable requirements, then pursuant to section 1.1.1. AT&T-9STATE will provide guidelines and specifications upon request.
- 3.4.2 Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's AT&T-9STATE Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and AT&T-9STATE shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local AT&T-9STATE building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, AT&T-9STATE shall not access Sprint's locked enclosure prior to notifying Sprint.
- 3.4.3 AT&T-9STATE maintains the right to review Sprint's plans and specifications prior to construction of an Adjacent Arrangement(s). AT&T-9STATE may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with AT&T-9STATE's Guidelines. Such review shall not unreasonably delay provisioning intervals as specified herein. AT&T-9STATE may require Sprint, at Sprint's sole cost, to correct

any deviations from **AT&T-9STATE**'s Guidelines found during such inspection(s), as such Guidelines existed at the time the application was accepted by **AT&T-9STATE**. Such corrections may include removal of the Adjacent Arrangement, within five (5) business days of **AT&T-9STATE**'s inspection, unless the Parties mutually agree to an alternative time frame.

- 3.4.4 Sprint shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the **AT&T-9STATE** point of interconnection. At Sprint's option, **AT&T-9STATE** shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, **AT&T-9STATE** will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.5 **AT&T-9STATE** shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.
- 3.4.6 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **AT&T-9STATE** on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

3.5 Intentionally left blank

- 3.6 Virtual Collocation is provided for the purpose of interconnecting to **AT&T-9STATE** for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to **AT&T-9STATE**'s 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. §251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an **AT&T-9STATE** AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by **AT&T-9STATE** at the direction of the Collocator.

4.0 Occupancy

- 4.1 Unless there are unusual circumstances, **AT&T-9STATE** will notify the Physical Collocator that the Dedicated Space is ready for occupancy after **AT&T-9STATE**'s completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by **AT&T-9STATE** ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.

- 4.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-9STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-9STATE. The agreed upon exceptions shall be corrected by AT&T-9STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-9STATE's expense. AT&T-9STATE will then establish a new Space Ready Date.
- 4.3 Upon completion of corrections described in Section 0, AT&T-9STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within 15 calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
- 4.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-9STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-9STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 4.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-9STATE COs before AT&T-9STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.
- 4.6 The Physical Collocator shall notify AT&T-9STATE in writing that its Collocation equipment installation is complete. For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-9STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-9STATE's network or to obtain access to AT&T-9STATE's 251(c)(3) UNEs. For the purpose of this Attachment, AT&T-9STATE may refuse to accept any orders for cross-connects until it has received such notice from Physical the Collocator.
- 4.7 Early Space Acceptance:

- 4.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for “Customer Access and Acceptance to Unfinished Collocation Space” is the date that will be deemed the space acceptance date and billing will begin from that date.
- 4.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-22STATE’s network pursuant to Section 251(c)(2) or used to obtain access to AT&T-22STATE 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-22STATE has completed its work as required by the complete and accurate Collocation Application.
- 4.8 Termination. Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior notice to AT&T-9STATE by submitting an Application. An Application Fee will not apply. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Collocation Space. Sprint shall have thirty (30) calendar days from the termination date, or such other period as agreed to by the Parties, to complete such removal, including the removal of all equipment and facilities of Sprint’s Guests; provided, however, that Sprint shall continue payment of monthly fees to AT&T-9STATE until such date as Sprint has fully vacated the Collocation Space. Should Sprint fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, AT&T-9STATE shall have the right to remove the equipment and other property of Sprint at Sprint’s expense and with no liability for damage or injury to Sprint’s property unless caused by the gross negligence or intentional misconduct of AT&T-9STATE. Upon expiration of this Attachment, Sprint shall surrender the Collocation Space to AT&T-9STATE in the same condition as when first occupied by Sprint except for ordinary wear and tear. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition unless Sprint at its sole discretion sub-leases or otherwise conveys such enclosure.

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- 5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased fiber entrance facilities into the Collocation Space. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in AT&T-9STATE's final discretion to designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Sprint will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Sprint will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Sprint's equipment in the Collocation Space. In the event Sprint utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Sprint must contact AT&T-9STATE for instructions prior to placing the entrance facility cable in the manhole. Sprint is responsible for maintenance of the entrance facilities. At Sprint's option, AT&T-9STATE will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions referenced in Attachment 4C of this Agreement. In Florida, in the case of adjacent collocation, unless AT&T-9STATE determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 Dual Entrance. AT&T-9STATE will provide at least two interconnection points at each Premises where there are at least two such interconnection points available. Where dual entrance does not exist, or there is a lack of capacity, AT&T-9STATE will construct such dual entrance upon Sprint's request, where technically feasible and at Sprint's sole expense. Such construction will be considered an extraordinary modification and charges for such construction shall be assessed accordingly on an individual case basis. Upon receipt of a request for physical collocation under this Attachment, AT&T-9STATE shall provide Sprint with information regarding AT&T-9STATE's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available, AT&T-9STATE will make the requested conduit space available for installing a second entrance facility to Sprint's arrangement. The Parties will discuss the proposed location of the serving manhole(s) in an attempt to mutually agree upon a point of entrance provided, however, that it will be in AT&T-9STATE's final discretion as to the location of the serving manhole. Where dual entrance is not available due to lack of capacity, AT&T-9STATE will so state in the Application Response.
- 5.2.2 Shared Use. Sprint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same AT&T-9STATE Central Office. Sprint must arrange with AT&T-9STATE for AT&T-9STATE to splice the utilized entrance facility capacity to Sprint provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Sprint request a splice to occur in the entrance manhole(s), AT&T-9STATE, at its sole discretion, may grant such a request, provided that AT&T-9STATE will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Sprint by AT&T-

9STATE, Sprint shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with AT&T-9STATE procedures and OSHA requirements regarding access to manholes and that AT&T-9STATE personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to AT&T-9STATE shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. In Alabama, Georgia, Louisiana, Mississippi and South Carolina, AT&T-9STATE will designate the point(s) of demarcation between Sprint's equipment and/or network and AT&T-9STATE's network. AT&T-9STATE will make a good faith effort to locate the demarcation point as close to Sprint's collocation space as technically feasible. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to AT&T-9STATE's network, the demarcation point shall be a common block on the AT&T-9STATE designated conventional distributing frame. Sprint shall be responsible for providing, and Sprint's AT&T-9STATE Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.8. For all other terminations AT&T-9STATE shall designate a demarcation point on a per arrangement basis. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Sprint must make arrangements with an AT&T-9STATE certified vendor for such placement.

5.4.1 Demarcation Point (Florida). At Sprint's expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space in Sprint's designated equipment line-up, and shall serve as the demarcation point, provided that AT&T-9STATE has twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance. AT&T-9STATE will identify each cable extension (i.e., T-1, T-3, DSO) by correctly stenciling and labeling each cable extension as to its corresponding termination point(s) on the AT&T-9STATE network frame or bay. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, except as provided above, and may self-provision cross-connects that may be required within the collocation space to activate service requests. This demarcation point arrangement shall be utilized unless otherwise agreed to by the Parties.

5.4.2 Demarcation Point (Tennessee). AT&T-9STATE will designate the point(s) of demarcation between Sprint's equipment and/or network and AT&T-9STATE's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The demarcation point shall be a Sprint provided Point of Termination Bay (POT Bay) in a common area within the Premises. AT&T-9STATE will make a good faith effort to locate Sprint's POT Bay as close to Sprint's collocation space as technically feasible. In all cases AT&T-9STATE

will make the final determination of the specific location. Sprint shall be responsible for providing, and a supplier certified by AT&T-9STATE (“Sprint’s Certified Supplier”) shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Sprint’s collocation space and the demarcation point. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

- 5.5 Sprint’s Equipment and Facilities. Sprint, or if required by this Attachment, Sprint’s AT&T-9STATE certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.
- 5.6 Easement Space. From time to time AT&T-9STATE may require access to the Collocation Space. AT&T-9STATE retains the right to access such space for the purpose of making AT&T-9STATE equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). AT&T-9STATE will give reasonable notice to Sprint when access to the Collocation Space is required. Sprint may elect to be present whenever AT&T-9STATE performs work in the Collocation Space. The Parties agree that Sprint will not bear any of the expense associated with this work.
- 5.7 Access. Pursuant to Section 11, Sprint shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver’s license number of each employee, contractor, or agent provided with Access Keys or cards (“Access Keys”) prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8 Lost or Stolen Access Keys. Sprint shall notify AT&T-9STATE in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for AT&T-9STATE to re-key buildings as a result of an Access Key(s) lost or not returned by Sprint, Sprint shall pay for all reasonable and demonstrative costs associated with the re-keying.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by AT&T-9STATE or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of AT&T-9STATE or of any other interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If AT&T-9STATE reasonably determines that any equipment or facilities of Sprint violate the provisions of this paragraph, AT&T-9STATE shall give written notice to Sprint, which notice shall direct Sprint

to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Sprint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by AT&T-9STATE or any other interconnector, then and only in that event AT&T-9STATE may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. AT&T-9STATE will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by AT&T-9STATE constitutes gross negligence or willful misconduct.

- 5.10 **Personality and its Removal.** Subject to requirements of this Attachment, Sprint may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Sprint in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by Sprint at any time. Any damage caused to the Collocation Space by Sprint's employees, agents or representatives during the removal of such property shall be promptly repaired by Sprint at its expense.
- 5.11 **Alterations.** In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the AT&T-9STATE Central Office without the written consent of AT&T-9STATE, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint.
- 5.12 **Janitorial Service.** Sprint shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and, if necessary, shall arrange directly with an AT&T-9STATE certified contractor for janitorial services. AT&T-9STATE shall provide a list of such contractors on a site-specific basis upon request.

6.0 Ordering and Preparation of Collocation Space

- 6.1 **Application for Space.** AT&T-22STATE will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-22STATE will follow the Collocation Application ("Application") process in the AT&T-22STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-22STATE's CLEC

Online website and will pay AT&T-22STATE an initial Planning/Application Fee as found in the Pricing Schedule.

6.1.1 Application for Multiple Methods of Collocation:

6.1.1.1 A Collocator wishing AT&T-22STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-22STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-22STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

6.1.2 Subsequent Application (All states except Tennessee). In the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space. AT&T-9STATE shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by AT&T-9STATE, no Subsequent Application Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by AT&T-9STATE) shall be the Subsequent Application Fee as set forth in the Price Schedule. If the modification requires capital expenditure assessment, the full Application Fee Charge for the appropriate state shall apply. AT&T-9STATE shall provide a detailed explanation of the charges exceeding the minimum Subsequent Application Fee costs upon request. In the event such modifications require the assessment of a full Application Fee as set forth in the Price Schedule, the outstanding balance shall be due by Sprint within 30 calendar days following Sprint's receipt of a bill or invoice from AT&T-9STATE.

6.1.3 Subsequent Application (Tennessee). In Tennessee, in the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space. AT&T-9STATE shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application.

Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by AT&T-9STATE, no Planning Fee will be required. All other modifications shall require a Planning Fee assessed at the applicable Planning Fee rate in the Price Schedule to this Attachment.

- 6.1.4 Subsequent Application for Power Reduction. If Sprint submits a Subsequent Application for power reduction only, the Subsequent Application fee for power reduction or to reduce BDFB fused positions as set forth in the Price Schedule will apply.

6.2 Complete and Accurate Application Process.

- 6.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-9STATE will begin development of the quotation.
- 6.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-9STATE shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-9STATE will not select for Collocator the type of Collocation to be ordered.
- 6.2.3 All applicable NRCs are required to be paid to AT&T-9STATE prior to the Collocation space being turned over to the Collocator. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

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6.3 Bona Fide Firm Order.

- 6.3.1 Except as otherwise provided, Sprint shall indicate its intent to proceed with equipment installation in an AT&T-9STATE Central Office by submitting a Bona Fide Firm Order to AT&T-9STATE. A Bona Fide Firm Order requires Sprint to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by AT&T-9STATE ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by

AT&T-9STATE no later than thirty (30) calendar days after AT&T-9STATE's response to Sprint's Application/Inquiry.

- 6.3.2 In Kentucky and North Carolina, Sprint shall indicate its intent to proceed with equipment installation in an AT&T-9STATE Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to AT&T-9STATE. A Firm Order shall be considered Bona Fide when Sprint has completed the Application/Inquiry process described in Section 6.1, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by AT&T-9STATE. The Bona Fide Firm Order must be received by AT&T-9STATE no later than five (5) business days after AT&T-9STATE's Application Response to Sprint's Bona Fide Application.
- 6.3.3 If Sprint makes changes to its application in light of AT&T-9STATE's written Application Response, AT&T-9STATE will be required to re-evaluate and respond to the change(s). In this event, AT&T-9STATE's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by AT&T-9STATE. Such re-evaluation of an application shall be completed promptly by AT&T-9STATE but in no event shall exceed the Application Response intervals as set forth in Section 6.2. Where such changes requested do not require assessment for provisioning and construction work by AT&T-9STATE, no Subsequent Application Fee will required. If AT&T-9STATE needs to reevaluate Sprint's application as a result of changes requested by Sprint to Sprint's original application, and the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by AT&T-9STATE), AT&T-9STATE may charge Sprint a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Sprint to resubmit the application with an application fee.
- 6.3.4 AT&T-9STATE will establish a firm order date, per request, based upon the date AT&T-9STATE is in receipt of a Bona Fide Firm Order. AT&T-9STATE will acknowledge the receipt of Sprint's Bona Fide Firm Order with a Firm Order Confirmation containing the firm order date within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received.
- 6.3.5 AT&T-9STATE will permit one accompanied site visit to Sprint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Sprint. Such accompanied site visits and associated charges will not apply subsequent to Sprint's completion of AT&T-9STATE Security Training requirements.
- 6.3.6 Sprint must submit to AT&T-9STATE the completed Access Control Request Form (RF- 2906-C) for all employees or agents requiring access to the AT&T-9STATE Premises a minimum of 30 calendar days prior to the date Sprint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Sprint may submit such a request at any time subsequent to AT&T-9STATE's receipt of the Bona Fide Firm Order. For access requests subsequent to the

accompanied site visit permitted in 6.3.2 above but prior to approval of Sprint's Access Control Request Form, AT&T-9STATE shall permit Sprint to access the Collocation Space accompanied by a security escort at Sprint's expense. Sprint must request escorted access at least three (3) business days prior to the date such access is desired, unless otherwise agreed to by the Parties.

6.4 Construction and Provisioning Interval.

6.4.1 In Kentucky and North Carolina, AT&T-9STATE will complete construction of collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, AT&T-9STATE will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Sprint submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Sprint submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Sprint submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. AT&T-9STATE will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Sprint at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. AT&T-9STATE will use its best efforts to minimize the additional time required to condition collocation space and will inform Sprint of the time estimates as soon as possible.

6.4.1.1 To be considered a timely and accurate forecast, Sprint must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.4.2 In Alabama, when preconditioned space is available AT&T-9STATE will complete construction for cageless collocation arrangements within thirty (30) calendar days from receipt of Bona Fide Firm Order, under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Preconditioned space is defined as space where all infrastructure is in place and all that is required is a record change to show that the space has been assigned to Sprint. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s).

Extraordinary conditions are defined to include but are not limited to major AT&T-9STATE equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T-9STATE may seek a waiver from this interval from the Commission.

- 6.4.3 In Georgia and Mississippi, AT&T-9STATE will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. AT&T-9STATE will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major AT&T-9STATE equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, AT&T-9STATE may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.
- 6.4.4 In Florida, AT&T-9STATE will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If AT&T-9STATE does not believe that construction will be completed within the relevant time frame and AT&T-9STATE and Sprint cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, AT&T-9STATE may seek an extension from the Florida PSC.
- 6.4.5 In Louisiana, AT&T-9STATE will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). AT&T-9STATE will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to major AT&T-9STATE equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may elect

to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.

- 6.4.6 In South Carolina, **AT&T-9STATE** will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or **AT&T-9STATE** may seek a waiver from this interval from the Commission.
- 6.4.7 In Tennessee, **AT&T-9STATE** will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Sprint Attachment 4 Page 23 installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or **AT&T-9STATE** may seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, the following conditions must apply: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If **AT&T-9STATE** is required by the application to place power cabling, conditioned space is considered unavailable.
- 6.4.8 Augments are defined as changes to collocation space after initial space completion (“Augmentation”).
- 6.4.8.1 In Florida, upon receipt of a Bona Fide Firm Order, **AT&T-9STATE** will complete Augments within forty-five (45) calendar days. If **AT&T-9STATE** does not believe that construction will be completed within the relevant time frame and **AT&T-9STATE** and Sprint cannot agree upon a completion date, **AT&T-9STATE** may seek an extension from the Florida PSC by giving written notice to the Florida PSC within thirty (30) calendar days from date **AT&T-9STATE** receives the Bona Fide Firm Order from Sprint.
- 6.4.8.2 In Georgia, **AT&T-9STATE** will complete simple augments, such as the placement of additional AC convenience outlets, or only a fuse change for additional DC power, within twenty (20) days from **AT&T-9STATE**’s receipt of Sprint’s Bona Fide Firm Order. For minor augments, such as interconnection cabling arrangements where the infrastructure exists, **AT&T-9STATE** will

complete said augments within forty-five (45) days from the receipt of the application Sprint's Bona Fide Firm Order. The interval for intermediate augments, consisting of additional interconnect panels/blocks, cabling DC Power arrangements, where minor infrastructure work is required, shall be sixty (60) days from AT&T-9STATE's receipt of Sprint's Bona Fide Firm Order. Within sixty (60) days of the execution of this agreement, the Parties shall meet to determine the specific augmentations that shall be included in the augmentation provisioning categories noted above (i.e., simple augments, minor augments and intermediate augments). If the Parties are unable to reach agreement, the Parties shall utilize the Dispute Resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

6.4.8.3 In Louisiana, AT&T-9STATE will complete Augmentation requests within sixty (60) calendar days from the receipt of a Bona Fide Firm Order.

6.4.8.4 For North Carolina, the parties acknowledge that the issue as to whether AT&T-9STATE should be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.

6.5 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between AT&T-9STATE and Sprint will commence within a maximum of fifteen (15) business days from AT&T-9STATE's receipt of a Bona Fide Firm Order. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. AT&T-9STATE will complete all design work following the joint planning meeting.

6.6 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within seven (7) business days of the completion of finalized construction designs and specifications.

6.7 Acceptance Walk Through. Sprint and AT&T-9STATE will complete an acceptance walk through of each Collocation Space requested from AT&T-9STATE by Sprint within fifteen (15) calendar days of AT&T-9STATE's notifying Sprint that the collocation space is ready for occupancy ("Space Ready Date"). In the event that Sprint fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Sprint. AT&T-9STATE will correct any deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.7.1 Prior to the expiration of the fifteen (15) calendar days the Parties may mutually agree to conduct the walk through after the fifteen (15) calendar days but no later than thirty (30) calendar days. Upon completion of the walk through, if the Parties mutually agree

discrepancies exist, AT&T-9STATE will credit Sprint for the charges applied after the fifteen (15) calendar days and prior to the walk through. AT&T-9STATE will correct any mutually agreed to deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

- 6.8 Circuit Facility Assignments (CFAs). Unless otherwise specified, AT&T-9STATE will make best efforts to provide CFAs to Sprint prior to the calculated Space Ready Date for those Premises in which Sprint has a physical collocation with no POT bay or with a POT bay provided by AT&T-9STATE prior to 6/1/99. AT&T-9STATE will make best efforts to provide CFAs to Sprint prior to the calculated Space Ready Date for those Premises in which Sprint has a physical collocation with a POT bay provided by Sprint prior to 6/1/99 or a virtual collocation after Sprint provides AT&T-9STATE with the following information: For Sprint-provided POT bay - a complete layout of the POT panels showing locations, speeds, etc. For virtual - a complete layout of Sprint's equipment (equipment inventory update (EIU) form), including locations of the low speed ports and specific frame termination the equipment will be wired to by Sprint's Certified Supplier AT&T-9STATE will bill Sprint a nonrecurring charge as set forth in the Price Schedule each time Sprint requests a resend of CFAs.
- 6.9 Use of Certified Vendor. Sprint shall select a vendor which has been approved as an AT&T-9STATE Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Sprint must select separate AT&T-9STATE Certified Vendors for transmission equipment, switching equipment and power equipment. AT&T-9STATE shall provide Sprint with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects, extending power cabling to the AT&T-9STATE power distribution frame, performing operational tests after installation is complete, and notifying AT&T-9STATE's equipment engineers and Sprint upon successful completion of installation. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Agreement and AT&T-9STATE shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. AT&T-9STATE shall consider certifying Sprint or any vendor including Original Equipment Manufacturers (OEMS) proposed by Sprint.
- 6.10 Alarm and Monitoring. AT&T-9STATE shall place environmental alarms in the Central Office for the protection of AT&T-9STATE equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Sprint's Collocation Space. Upon request, AT&T-9STATE will provide Sprint with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Sprint. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
- 6.11 Basic Telephone Service. Upon request of Sprint, AT&T-9STATE will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.12 Space Preparation.

- 6.12.1 Unless otherwise specified, Space Preparation Fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7.
- 6.12.2 In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Sprint opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7.
- 6.12.3 In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Sprint on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as described in Section 7.

6.13 Virtual Collocation Transition.

- 6.13.1 In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that AT&T-9STATE knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in AT&T-9STATE's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of AT&T-9STATE's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint

may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with an AT&T-9STATE certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.13.2 AT&T-9STATE will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where the arrangement conforms with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for AT&T-9STATE's forecast of future growth.

6.13.3 For conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation (In Place), AT&T-9STATE will bill Sprint an Administrative Only Application Fee as set forth in the Price Schedule for these charges.

6.13.4 In Alabama and Tennessee, AT&T-9STATE will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.

6.14 Cancellation In the event that the Collocator cancels its Collocation Application after AT&T-9STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-9STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-9STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-9STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.15 Licenses. Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7.0 Rates and Charges

7.1 Recurring Charges. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 30 days of the bill date.

7.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber cable placed.

- 7.3 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Sprint's equipment. When the Collocation Space is enclosed, Sprint shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Sprint shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. **AT&T-9STATE** will assign unenclosed Collocation Space in conventional equipment rack lineups where technically feasible. In the event Sprint's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Sprint shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which **AT&T-9STATE** releases the Collocation Space for occupancy or on the date Sprint first occupies the Collocation Space, whichever is sooner.
- 7.4 Power. **AT&T-9STATE** shall supply -48 Volt (-48V) DC power for Sprint's Collocation Space within the Premises and shall make available AC power at Sprint's option for Adjacent Arrangement collocation. Recurring charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Sprint's equipment or space enclosure. Recurring power charges begin on the Space Acceptance Date or on the date Sprint first occupies the Collocation Space, whichever is first. If Sprint fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after **AT&T-9STATE** releases the space for occupancy, **AT&T-9STATE** shall begin billing Sprint for recurring charges as of the sixteenth day after the Space Ready Date. Prior to the expiration of the fifteen (15) calendar days the Parties may mutually agree to conduct the walk through after the fifteen (15) calendar days but no later than thirty (30) calendar days. Upon completion of the walk through, if the Parties mutually agree discrepancies exist, **AT&T-9STATE** will credit Sprint for the charges applied after the fifteen (15) calendar days and prior to the walk through. When obtaining power from an **AT&T-9STATE** Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by Sprint's certified vendor. When obtaining power from an **AT&T-9STATE** Power Board, power cables (A&B) must be engineered (sized), and installed by Sprint's certified power vendor. Sprint's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of Sprint's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by Sprint on the physical collocation application. **AT&T-9STATE** reserves the right to monitor actual usage to verify accuracy of Sprint's power requirements. Sprint shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. The pro-rata shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain

requirements indicated by Sprint in its physical collocation application. If Sprint does not require power feeders from a BDFB, the BDFB component will not be applied to the Power Plant Construction charge. If Sprint requires power feeders from both an AT&T-9STATE power board and an AT&T-9STATE BDFB, the Power Plant Construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. AT&T-9STATE shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. Sprint shall pay AT&T-9STATE one-half of its pro-rata share of the estimated Power Plant Construction costs prior to commencement of the work. Sprint shall pay AT&T-9STATE the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. If AT&T-9STATE has not previously invested in power plant capacity for collocation at a specific site, Sprint has the option to add its own dedicated power plant; provided, however, that such work shall be performed by an AT&T-9STATE certified contractor and such contractor shall comply with AT&T-9STATE's Guidelines. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment Sprint shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

- 7.4.1 Sprint is responsible for contracting with an AT&T-9STATE certified vendor for power distribution feeder cable runs from an AT&T-9STATE BDFB or power board to Sprint's equipment. When obtaining power from an AT&T-9STATE BDFB or miscellaneous fuse positions on an AT&T-9STATE power board, power cables must be engineered, furnished and installed by Sprint using an AT&T-9STATE certified power vendor. Determination of the AT&T-9STATE BDFB or AT&T-9STATE power board as the power source will be made at AT&T-9STATE's sole, but reasonable, discretion. The certified vendor contracted by Sprint must provide AT&T-9STATE a copy of the engineering power specifications prior to the Commencement Date. AT&T-9STATE will provide the power feeder cable support structure between the AT&T-9STATE BDFB or power board and Sprint's arrangement area. Sprint shall contract an AT&T-9STATE certified vendor who will be responsible for the following: power cable support structure within Sprint's arrangement, power cable feeds, and terminations of cable. Any terminations at an AT&T-9STATE power board must be performed by a certified power vendor. Sprint shall comply with all applicable National Electric Code (NEC), AT&T-9STATE TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.
- 7.4.2 If Sprint elects to install its own DC Power Plant, AT&T-9STATE shall provide AC power to feed Sprint's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from an AT&T-9STATE Service Panel, protection devices and power cables must be engineered (sized), and installed by Sprint's certified vendor except that AT&T-9STATE shall engineer and install protection devices and power cables for Adjacent Collocation. Sprint's certified vendor must also provide a

copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in the Price Schedule. AC power voltage and phase ratings shall be determined on a per location basis. At Sprint's option, Sprint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 7.4.3 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Sprint's equipment or space enclosure. Sprint shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Sprint's arrangement and terminations of cable within the collocation space.
- 7.4.3.1 In Tennessee, Non-recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the **AT&T-9STATE** BDFB and Sprint's arrangement area.
- 7.4.4 In Alabama, Louisiana and South Carolina, Sprint has the option to purchase power directly from an electric utility company. Under such an option, Sprint is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by an **AT&T-9STATE** Certified Supplier hired by Sprint. Sprint's **AT&T-9STATE** Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Sprint in provisioning said power will be billed on an ICB basis.
- 7.4.5 Sprint may order a reduction in the amount of power or reduce fused positions on **AT&T-9STATE**'s BDFB that **AT&T-9STATE** is providing to Sprint. Sprint must submit a Subsequent Application. If Sprint submits a Subsequent Application for power reduction only, the Subsequent Application fee for power reduction or to reduce BDFB fused positions as set forth in the Price Schedule will apply. If Sprint submits a Subsequent Application for power reduction or to reduce BDFB fused positions in addition to other modifications to the Collocation Space, a Subsequent Application will be assessed pursuant to Section 6.1.2. Sprint must maintain at least ten (10) amps of power to the Collocation Space at all times.
- 7.4.5.1 If the power reduction involves the retermination of Sprint's power from **AT&T-9STATE**'s main power board to an **AT&T-9STATE** provided BDFB, immediately after the **AT&T-9STATE** Certified Supplier abolishes the connection from the **AT&T-9STATE** main power board to the Collocation Space, Sprint must, at its own expense, have an **AT&T-9STATE** Certified Supplier remove Sprint's power cable(s) from **AT&T-9STATE**'s cable support

structure the entire length from Sprint's Collocation Space to AT&T-9STATE's main power board.

7.4.5.2 In Alabama, if Sprint is currently served from the AT&T-9STATE power board and requests to be connected to an AT&T-9STATE BDFB Sprint must submit a Subsequent Application. AT&T-9STATE must respond to such application within seven (7) calendar days and no application fee will apply.

7.5 Security Escort. A security escort will be required whenever Sprint or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.3.5 prior to completing AT&T-9STATE's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the Price Schedule.

7.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions.

7.6.1 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 14 of the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

7.6.2 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon AT&T-9STATE and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

7.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Sprint will pay a late payment charge of the rate permitted by law assessed monthly on any balance which remains unpaid after the payment due date.

7.8 Cable Record charges. These charges apply for work required to build cable records in **AT&T-9STATE**'s systems

8.0 Insurance

8.1 Sprint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Sprint shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). **AT&T-9STATE** shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

8.2.3 Sprint may elect to purchase business interruption and contingent business interruption insurance, having been advised that **AT&T-9STATE** assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **AT&T-9STATE**. All insurance must be in effect on or before the date equipment is delivered to the Premises and shall remain in effect for the term of this Attachment or until all of Sprint's property has been removed from the Premises, whichever period is longer. If Sprint fails to maintain required coverage, **AT&T-9STATE** may pay the premiums thereon and seek reimbursement of same from Sprint.

8.4 Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint shall arrange for **AT&T-9STATE** to receive thirty (30) days advance notice of cancellation from Sprint's insurance company. Sprint shall forward a certificate of insurance and notice of cancellation to **AT&T-9STATE** at the following address: **AT&T-9STATE** Telecommunications, Inc. Attn.: Risk Management Coordinator 600 N. 19th Street, 18B3 Birmingham, Alabama 35203.

8.5 Sprint must conform to recommendations made by **AT&T-9STATE**'s fire insurance company to the extent **AT&T-9STATE** has agreed to, or shall hereafter agree to, such recommendations.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9.0 Mechanics Liens

9.1 Each Party must keep the property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party. If any liens are filed against the property, or any improvements thereon, as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed. If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:

- paying the amount claimed to be due; or
- obtaining the discharge by deposit with a court or a title company; or
- furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify AT&T-9STATE from and against any lien enforcement action, defend and indemnify AT&T-9STATE for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by AT&T-9STATE as a result of Sprint's failure to fulfill Sprint's obligations under this section. AT&T-9STATE will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of AT&T-9STATE's failure to fulfill AT&T-9STATE's obligations under this section.

10.0 Inspections

10.1 AT&T-9STATE shall conduct an inspection of Sprint's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of AT&T-9STATE. Such inspection shall not unreasonably delay the activation of facilities between Sprint's equipment and equipment of AT&T-9STATE. AT&T-9STATE may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T-9STATE shall provide Sprint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by AT&T-9STATE.

11.0 Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements AT&T-9STATE maintains at its own premises either for its own employees or for authorized contractors. Only AT&T-9STATE employees, AT&T-9STATE certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized

agents of Sprint will be permitted in the AT&T-9STATE Premises. Sprint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Sprint name. AT&T-9STATE reserves the right to remove from its premises any employee of Sprint not possessing identification issued by Sprint. Sprint shall hold AT&T-9STATE harmless for any damages resulting from such removal of its personnel from AT&T-9STATE premises. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.

- 11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the AT&T-9STATE Premises, for the states/counties where the Sprint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 Sprint will be required to administer to its personnel assigned to the AT&T-9STATE Premises security training either provided by AT&T-9STATE, or meeting criteria defined by AT&T-9STATE.
- 11.1.3 Sprint shall not assign to the AT&T-9STATE Premises any personnel with records of felony criminal convictions. Sprint shall not assign to the AT&T-9STATE Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T-9STATE of the nature and gravity of the offense(s). AT&T-9STATE reserves the right to refuse building access to any Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic violations. Notwithstanding the foregoing, in the event that Sprint chooses not to advise AT&T-9STATE of the nature and gravity of any misdemeanor conviction, Sprint may, in the alternative, certify to AT&T-9STATE that it shall not assign to the AT&T-9STATE Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each Sprint employee requiring access to an AT&T-9STATE Premise pursuant to this agreement, Sprint shall furnish AT&T-9STATE, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Sprint will disclose the nature of the convictions to AT&T-9STATE at that time. In the alternative, Sprint may certify to AT&T-9STATE that it shall not assign to the AT&T-9STATE Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At AT&T-9STATE's request, Sprint shall promptly remove from the AT&T-9STATE Premises any employee of Sprint AT&T-9STATE does not wish to grant access to its premises pursuant to any investigation conducted by AT&T-9STATE, 1) if it is

established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint is found interfering with the property or personnel of AT&T-9STATE or another CLEC, provided that an investigation shall promptly be commenced by AT&T-9STATE.

- 11.2 Notification to AT&T-9STATE. AT&T-9STATE reserves the right to interview Sprint's employees, agents, or contractors in the event of wrongdoing in or around AT&T-9STATE's property or involving AT&T-9STATE's or another CLEC's property or personnel, provided that AT&T-9STATE shall provide reasonable notice to Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with AT&T-9STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, AT&T-9STATE reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. AT&T-9STATE shall bill Sprint for AT&T-9STATE property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees, in good faith, with the results of such investigation. Sprint shall notify AT&T-9STATE in writing immediately in the event that Sprint discovers one of its employees already working on the AT&T-9STATE premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the AT&T-9STATE Premises, any employee found to have violated the security and safety requirements of this section. Sprint shall hold AT&T-9STATE harmless for any damages resulting from such removal of its personnel from AT&T-9STATE premises.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the AT&T-9STATE Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Full compliance with the Security requirements of this section shall in no way limit the liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this Agreement or applicable law.
- 12.0 Destruction of Collocation Space**
- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Sprint's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of

termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Sprint's permitted use, or is damaged and the option to terminate is not exercised by either party, AT&T-9STATE covenants and agrees to proceed promptly without expense to Sprint, except for improvements not the property of AT&T-9STATE, to repair the damage. AT&T-9STATE shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of AT&T-9STATE, which causes shall not be construed as limiting factors, but as exemplary only. Sprint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by an AT&T-9STATE Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while AT&T-9STATE rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Sprint's permitted use, until such Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Sprint has placed an Adjacent Arrangement pursuant to section 3.4, Sprint shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, AT&T-9STATE will restore the associated services to the Adjacent Arrangement.

13.0 Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by AT&T-9STATE of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, AT&T-9STATE and Sprint shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14.0 Non-exclusivity

- 14.1 Sprint understands that this Attachment is not exclusive and that AT&T-9STATE may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY

PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1.0 GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. AT&T-9STATE and Sprint agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.
- 1.2 Notice. AT&T-9STATE and Sprint shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Sprint should contact 1-800-743-6737 for AT&T-9STATE MSDS sheets.
- 1.3 Practices/Procedures. AT&T-9STATE may make available additional environmental control procedures for Sprint to follow when working at an AT&T-9STATE Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of AT&T-9STATE for environmental protection. Sprint will require its contractors, agents and others accessing the AT&T-9STATE Premises to comply with these practices. Section 2 lists the Environmental categories where AT&T-9STATE practices should be followed by CLEC when operating in the AT&T-9STATE Premises.
- 1.4 Environmental and Safety Inspections. AT&T-9STATE reserves the right to inspect the Sprint space with proper notification. AT&T-9STATE reserves the right to stop any Sprint work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the AT&T-9STATE Premises by Sprint are owned by Sprint. Sprint will indemnify AT&T-9STATE for claims, lawsuits or damages to persons or property caused by these materials. Without prior written AT&T-9STATE approval, no substantial new safety or environmental hazards can be created by Sprint or different hazardous materials used by Sprint at AT&T-9STATE Facility. Sprint must demonstrate adequate emergency response capabilities for its materials used or remaining at the AT&T-9STATE Facility.

- 1.6 Spills and Releases. When contamination is discovered at an AT&T-9STATE Premises, the party discovering the condition must notify AT&T-9STATE. All Spills or Releases of regulated materials will immediately be reported by Sprint to AT&T-9STATE.
- 1.7 Coordinated Environmental Plans and Permits. AT&T-9STATE and Sprint will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, AT&T-9STATE and Sprint will develop a cost sharing procedure. If AT&T-9STATE's permit or EPA identification number must be used, Sprint must comply with all of AT&T-9STATE's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

2.0 CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on AT&T-9STATE's Premises, Sprint agrees to comply with the applicable sections of the current issue of AT&T-9STATE's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Sprint further agrees to cooperate with AT&T-9STATE to ensure that Sprint's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of AT&T-9STATE's Environmental M&Ps which apply to the specific Environmental function being performed by Sprint, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from AT&T-9STATE.

2.1 Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE CATEGORIES FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill fire safety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on <u>AT&T-9STATE</u> Premises	Performance of services in accordance with BST's environmental M&Ps	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy)

(e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Insurance	of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager – Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3.0 DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4.0 ACRONYMS

DEC/LDEC Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - **AT&T-9STATE** Environmental Methods and Procedures EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1.0 Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, Sprint and AT&T-9STATE shall contact the North American Numbering Plan Administrator (NANPA) as designated by the FCC for the assignment of numbering resources in accordance with the then current Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines.
- 1.2 For the purposes of the resale of AT&T-9STATE's telecommunications services by Sprint, AT&T-9STATE will provide Sprint with on line access to telephone numbers for reservation on a first come, first served basis. AT&T-9STATE's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances AT&T-9STATE may request that Sprint cancel sufficient reservations of numbers to alleviate the shortage. Sprint shall make reasonable effort to comply with such request.
- 1.3 Intentionally Left Blank.
- 1.4 AT&T-9STATE and Sprint shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. AT&T-9STATE and Sprint shall permit end users that port a portion of DID numbers to retain DID service on the remaining portion of numbers. Porting a portion of a range of DID numbers can be provided by AT&T-9STATE pursuant to the applicable Tariff.
- 1.5 AT&T-9STATE will port numbers that are denied or are currently on suspend. AT&T-9STATE will not require payment of the account prior to porting. AT&T-9STATE will port reserved numbers that the end user is currently paying to reserve. Portable reserved numbers appear on the end user's customer service record.

2. Permanent Number Portability

- 2.1 The FCC, the Commissions, and industry forums have developed and AT&T-9STATE has implemented a permanent approach to providing service provider number portability. Both Parties have implemented a permanent approach as developed and approved by the Commission, the FCC and industry forums.
- 2.2 End User Line Charge. Recovery of charges associated with implementing Permanent Number Portability (PNP) through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Sprint where Sprint is a subscriber to local switching or where Sprint is a reseller of AT&T-9STATE telecommunications services. This charge will not be discounted.

2.3 LERG Reassignment: Portability for an entire NXX code of numbers shall be provided, when mutually agreed, by utilizing reassignment of the entire NXX code to the migration Party through a reassignment in the Local Exchange Routing Guide (“LERG”). Updates to translations in the donor Party’s switching offices from which the NXX code is reassigned will be made by the donor Party by the date on which national LERG changes become effective.

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6. **Permanent Number Solution**

6.1 The FCC, the State Commissions and industry forums have developed a permanent approach to providing service provider number portability and AT&T-9STATE has implemented PNP. Both Parties have implemented a permanent approach as developed and approved by the FCC, the State Commission, and industry forums.

6.2 AT&T-9STATE and Sprint will adhere to the process flows and cutover guidelines outlined in the “LNP Reference Guide”, unless otherwise provided in this Agreement, which may be found on the web at the AT&T CLEC Online website.

6.2.1 AT&T-9STATE and Sprint will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

6.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T-9STATE will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, AT&T-9STATE removes the ported number at the same time the trigger is removed.

6.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.2.4 AT&T-9STATE will provide ordering support for Sprint’s PNP requests during regular hours of operation as set forth on the AT&T CLEC Online Website. Ordering and provisioning support required by Sprint outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, Sprint may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. AT&T-9STATE will provide maintenance assistance to Sprint 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the AT&T-9STATE network. In the event of manual intervention, both Parties will work cooperatively to resolve issues within each Party’s network. AT&T-9STATE shall provide as soon as possible, but not later than sixty (60) minutes from receipt of the report from Sprint, an estimated restoral time to correct problems isolated to AT&T-9STATE’s network. AT&T-9STATE and Sprint will cooperate to provide periodic

updates to each other with the status of events that might impact the estimated restoral time.

6.2.5 Performance Measurements for AT&T-9STATE providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.3 AT&T-9STATE will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames AT&T-9STATE's end users experience or as offered to other CLECs.

6.4 Sprint may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. **Coordinated Hot Cut Process (CHC)/Order Coordination (OC)**

7.1 AT&T-9STATE and Sprint shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

7.1.1 CHC and OC (CHC/OC Service Description)

CHC/OC is an optional manual service offering that permits Sprint to request a Designated Installation and/or Conversion of Service during or after normal business hours.

7.1.1.1 CHC/OC allows Sprint to coordinate the installation of the SL2 Loops (AT&T SOUTHEAST REGION 9-STATE), Unbundled Digital Loops and other Loops where CHC/OC may be purchased as an option, to Sprint's facilities in order to limit the time an End User may be without service. CHC/OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. CHC/OC for physical conversions will be scheduled at AT&T-9STATE's discretion during normal working hours on the committed due date.

7.1.1.2 Sprint will initiate the beginning of a CHC/OC by contacting the appropriate coordination center. This special request enables Sprint to schedule and coordinate particular provisioning requirements with AT&T-9STATE.

7.1.2 Order Coordination-Time Specific (OC-TS) AT&T SOUTHEAST REGION 9-STATE Only.

7.1.2.1 OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Sprint may specify a time between 9:00 a.m. and 4:00 p.m. (local time) Monday through Friday, excluding AT&T SOUTHEAST REGION 9-STATE's holidays. If Sprint specifies a time outside this window, or selects a time or quantity of loops and requires AT&T SOUTHEAST REGION 9-STATE technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates set forth in the Pricing Schedule. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

7.2 Testing

- 7.2.1 **AT&T-9STATE** and Sprint shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outage for their end users. **AT&T-9STATE** and Sprint will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each party will notify the other of changes to the network or changes to processes which may impact end user service at time frames which are consistent to **AT&T-9STATE** and Sprint's internal notification processes.

7.3 Installation Timeframes

- 7.3.1 Installation time frames for LNP will be as outlined in the **AT&T-9STATE** Products and Services Interval guide located on the AT&T CLEC Online website or as provided in Attachment 9, Performance Measurement.

7.4 Engineering and Maintenance

- 7.4.1 **AT&T-9STATE** and Sprint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are in accordance with any FCC or State Commission requirement.

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9. Operational Support System (OSS)

- 9.1 **AT&T-9STATE** has developed and made available mechanized systems by which Sprint may submit LSRs electronically. Such systems are specified in Attachment 6-Ordering and Provisioning.

ATTACHMENT 05-1

911-E911

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Basic 911 and E911

1.0 Introduction

If Sprint orders network elements and other services, then Sprint is also responsible for providing E911 to its end users. AT&T-9STATE agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth below.

- 1.1 This Attachment sets forth terms and conditions by which AT&T-9STATE will provide Sprint with access to AT&T-9STATE's 911 and E911 Databases and provide Interconnection and Call Routing **solely** for **the** purposes of **Sprint CLEC** 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. **The trunking requirements contained in this Attachment are to be used solely for 911 call routing.**
- 1.2 The Parties acknowledge and agree that AT&T-9STATE can only provide E911 Service in a territory where an AT&T-9STATE 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-9STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.
- 1.3 For Sprint's own switches, AT&T-9STATE 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 Sprint 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 Sprint'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 "Basic 911 and E911" is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).
- 2.6 "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.
- 2.7 "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.
- 2.8 "E911 Customer" means a municipality or other state or local government unit, or an authorized

Legend:

AT&T bold underline

Sprint bold italics

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.

- 2.9 “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.
- 2.10 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.11 “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).
- 2.12 “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.
- 2.13 “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.
- 2.14 “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-9STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide Sprint with nondiscriminatory access to E911 Emergency Service as described in this Attachment.
- 3.2 Call Routing:
 - 3.2.1 **AT&T-9STATE** will route 911 calls from the **AT&T-9STATE** SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 **AT&T-9STATE** will forward the ANI to the calling party number it receives from Sprint and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by Sprint, **AT&T-9STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the Sprint, but no ALI record is found in the E911 DBMS, **AT&T-9STATE** will report this “No Record Found” condition to the Sprint in accordance with NENA standards.

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3.3 Facilities and Trunking:

3.3.1 **AT&T-9STATE** shall provide and maintain sufficient dedicated E911 Trunks from **AT&T-9STATE**'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-9STATE** will provide facilities to interconnect the Sprint to the **AT&T-9STATE**'s E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, Sprint has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by Sprint, **AT&T-9STATE** will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

3.4.1 Where **AT&T-9STATE** manages the E911 Database, **AT&T-9STATE** shall provide Sprint access to the E911 Database to store Sprint's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of Sprint's End Users). Sprint or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where **AT&T-9STATE** manages the E911 Database, **AT&T-9STATE** shall coordinate access to the **AT&T-9STATE** DBMS for the initial loading and updating of Sprint End User 911 Records.

3.4.3 Where **AT&T-9STATE** manages the E911 Database, **AT&T-9STATE**'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 Sprint Responsibilities

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

4.1.1 Sprint will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate **AT&T-9STATE** E911 SR location.

4.1.2 Sprint will forward the ANI information of the party calling 911 to the **AT&T-9STATE** E911 SR.

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

4.2.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

4.2.2 Sprint will cooperate with **AT&T-9STATE** to promptly test all 9-1-1 trunks and facilities between the Sprint network and the **AT&T-9STATE** E911 Tandem to assure proper functioning of E911 service. Sprint will not turn-up live traffic until successful testing is completed by both Parties.

4.2.1 4.2.3 Sprint shall be financially responsible for the transport facilities to each **AT&T-9STATE** E911 SR that serves the Exchange Areas in which Sprint is authorized to and will provide Telephone Exchange Service.

4.2.2 4.2.4 Sprint acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and Sprint shall be financially responsible for the transport facilities to route 911

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calls from its End Users to the proper E911 SR.

- 4.2.3 4.2.5 Sprint 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 each appropriate **AT&T-9STATE** E911 SR where applicable. Unless otherwise agreed to by the Parties, the E911 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups and where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than MultiFrequency (MF) trunking
- 4.2.4 4.2.6 Sprint is responsible for ordering a separate E911 Trunk group from **AT&T-9STATE** for each county, default PSAP or other geographic area that the Sprint 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. Sprint 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 Sprint shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the Sprint switch and the **AT&T-9STATE** E911 SR.
- 4.2.6 Sprint shall order sufficient trunking to route Sprint's originating 911 calls to the designated **AT&T-9STATE** 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. Sprint is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.
- 4.2.8 Sprint is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the **AT&T-9STATE** E911 SR.
- 4.2.9 Sprint 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 Sprint shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If Sprint's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, Sprint shall provision additional 911 Trunks for Interconnection with **AT&T-9STATE**.
- 4.2.11 Sprint is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from Sprint's demarcation (for example, collocation) to the **AT&T-9STATE** E911 SR(s). Sprint is responsible for advising **AT&T-9STATE** of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T-9STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T-9STATE** will refer network trouble to Sprint if no defect is found in **AT&T-9STATE**'s 911 network.

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The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

- 4.2.12 Sprint will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.
- 4.2.13 Where required, Sprint will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.
- 4.2.14 Database:
- 4.2.15 Once the 911 Interconnection between Sprint and all appropriate **AT&T-9STATE** E911 SR(s) has been established and tested, Sprint or its representatives shall be responsible for providing Sprint's End User 911 Records to **AT&T-9STATE** for inclusion in **AT&T-9STATE**'s DBMS on a timely basis.
- 4.2.16 Sprint or its agent shall provide initial and ongoing updates of Sprint's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
- 4.2.17 Sprint shall adopt use of a Company/NENA ID on all Sprint End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.2.18 Sprint is responsible for providing **AT&T-9STATE** updates to the E911 database; in addition, Sprint is responsible for correcting any errors that may occur during the entry of their data to the **AT&T-9STATE** 911 DBMS.

5.0 **Responsibilities of the Parties**

Basic 911 Service Provisioning. For Basic 911 service, **AT&T-9STATE** will provide to Sprint a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Sprint will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by **AT&T-9STATE**.

Sprint will be required to route that call to **AT&T-9STATE** at the appropriate tandem or end office. When a municipality converts to E911 service, Sprint will be required to discontinue the Basic 911 procedures and being using E911 procedures.

E911 Service Provisioning. For E911 service, Sprint will be required to install a minimum of two dedicated trunks originating from the Sprint serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Sprint will be required to provide **AT&T-9STATE** daily updates to the E911 database. Sprint will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by **AT&T-9STATE**. If the E911 tandem trunks are not available, Sprint will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over **AT&T-9STATE**'s interoffice network

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and will not carry the ANI of the calling party. Sprint shall be responsible for providing **AT&T-9STATE** with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users. Basic 911 and E911 functions provided to Sprint shall be at least at parity with the support and services that **AT&T-9STATE** provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for **AT&T-9STATE** and Sprint to follow in providing 911/E911 services.

- 5.1 For Sprint's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from Sprint's POI to the designated **AT&T-9STATE** E911 SR(s).

5.1.1 Sprint will cooperate with **AT&T-9STATE** to promptly test all 9-1-1 trunks and facilities between the Sprint network and the **AT&T-9STATE** 9-1-1 E911 SR(s) to assure proper functioning of 911 service. Sprint will not turn-up live traffic until successful testing is completed by both Parties.

- 5.2 911 Surcharge Remittance to PSAP:

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

5.2.1.1 **AT&T-9STATE** 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-9STATE** is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 **AT&T 9-STATE** will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the **AT&T 9-STATE** shall include this information upon request by the 911 Customer.

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-9STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

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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-9STATE** and Sprint.

8.0 Basis of Compensation

- 8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable **AT&T-9STATE** Commission-approved access tariff.
- 8.2 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. **AT&T-9STATE** will impose no charge on Sprint beyond applicable charges as set forth in the Pricing Schedule or applicable **AT&T-9STATE** Commission-approved access tariff.

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

This Attachment 6 is subject to the General Terms and Conditions of this Agreement.

00. Definitions

- 00.1 “Service Bureau Provider (SBP)” means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-9STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC’s local service transactions are transported.

01. General Provisions

- 01.1 AT&T-9STATE’s OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as “Regional OSS”). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 01.2 AT&T-9STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow Sprint to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-9STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 01.3 AT&T-9STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T’s CLEC Online website. Documentation may be amended by AT&T-9STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 01.4 AT&T-9STATE’s OSS are designed to accommodate requests for both current and projected demands of Sprint and other CLECs in the aggregate.
- 01.5 Sprint shall advise AT&T-9STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above SPRINT’s normal average daily volumes.
- 01.6 It is the sole responsibility of Sprint to obtain the technical capability to access and utilize AT&T-9STATE’s OSS interfaces. All hardware and software requirements for the applicable AT&T-9STATE Regional OSS are specified on AT&T’s CLEC Online website.
- 01.7 CLEC must access the AT&T-9STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T’s CLEC Online website.
- 01.8 Prior to initial use of AT&T-9STATE’s Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.

- 01.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. Sprint will also provide a single point of contact for technical issues related to Sprint's use of AT&T-9STATE's electronic interfaces.
- 01.10 Sprint agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, Sprint shall not be permitted to order ICA Services unless Sprint has a right, under this Agreement, to order such service.
- 01.11 AT&T-9STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-9STATE shall make manual processes available.
- 01.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-9STATE's electronic interfaces, AT&T-9STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 01.13 Due to enhancements and on-going development of access to AT&T-9STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-9STATE shall provide proper notice of interface phase-out in accordance with CMP.
- 01.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.
- 01.15. Proper Use of OSS Interfaces
- 01.15.1 Sprint shall use AT&T-9STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, Sprint agrees that such use will comply with AT&T-9STATE's Data Connection Security Requirements as identified in Section 4.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, Sprint shall be responsible for and indemnifies AT&T-9STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-9STATE's OSS from Sprint systems, workstations or terminals or by Sprint employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by Sprint and shall pay AT&T-9STATE for any and all damages caused by such unauthorized entry.
- 01.15.2 Sprint's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where Sprint has obtained an authorization from the End User for release of CPNI.

- 01.15.2.1 Sprint 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.
- 01.15.2.2 Sprint is solely responsible for determining whether proper authorization has been obtained and holds AT&T-9STATE harmless from any loss on account of Sprint's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. Sprint 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.
- 01.15.3 AT&T-9STATE 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. Sprint shall make any such authorization it has obtained available to AT&T-9STATE upon request and at no charge.
- 01.15.4 By using electronic interfaces to access OSS functions, Sprint agrees to perform accurate and correct ordering of ICA Services. Sprint is also responsible for all actions of its employees using any of AT&T-9STATE's OSS. As such, Sprint agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-9STATE 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-9STATE to Sprint. In addition, Sprint agrees to indemnify and hold AT&T-9STATE harmless against any claim made by an End User of Sprint or Third Parties against AT&T-9STATE caused by or related to Sprint's use of any AT&T-9STATE OSS.
- 01.15.5 In the event AT&T-9STATE has good cause to believe that Sprint has used AT&T-9STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-9STATE shall give Sprint written Notice describing the alleged misuse ("Notice of Misuse"). Sprint shall immediately refrain from the alleged misuse until such time that Sprint responds in writing to the Notice of Misuse, which Sprint shall provide to AT&T-9STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event Sprint agrees with the allegation of misuse, Sprint shall refrain from the alleged misuse during the term of this Agreement.
- 01.15.6 In the event Sprint does not respond to the Notice of Misuse or does not agree that the Sprint's use of AT&T-9STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:
 - 01.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, Sprint shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-9STATE to be improper, until Sprint has implemented a mutually agreeable remedy to the alleged misuse.

01.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

01.16 In order to determine whether Sprint has engaged in the alleged misuse described in the Notice of Misuse, AT&T-9STATE shall have the right to conduct an audit of Sprint's use of the AT&T-9STATE OSS. Such audit shall be limited to auditing those aspects of Sprint's use of the AT&T-9STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-9STATE shall give ten (10) calendar days advance written Notice of its intent to audit Sprint ("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), Sprint shall provide AT&T-9STATE with access to the requested information in any reasonably requested format, at an appropriate Sprint location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-9STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-9STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-9STATE. If Sprint fails to cooperate in the audit, AT&T-9STATE reserves the right to terminate Sprint's access to electronic processes

1. Quality of Ordering and Provisioning

1.1 AT&T-9STATE shall provide Sprint with nondiscriminatory access to AT&T-9STATE's operation support systems on an unbundled basis, in accordance with Section 251(c)(3) of the act and the FCC Rules. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-9STATE's databases and information. AT&T-9STATE, as part of its duty to provide access to the pre-ordering function, shall provide, at a minimum, Sprint with nondiscriminatory access to the same detailed information about the loop that is available to AT&T-9STATE.

1.1.1 Should AT&T-9STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-9STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

1.2 AT&T-9STATE shall provision services during its regular working hours which may be found on AT&T's CLEC Online website.

1.3 AT&T-9STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-9STATE shall make manual processes available

1.4 INTENTIONALLY DELETED

1.4.1 Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.

1.5 AT&T-9STATE shall provide provisioning services to Sprint equal to the provisioning services AT&T-9STATE provides to itself during normal business hours. AT&T-9STATE shall make no differentiation between Sprint and AT&T-9STATE orders in terms of the priority and scheduling of such work. To the extent Sprint requests provisioning of service to be performed outside AT&T-9STATE's regular working hours, or the work so requested requires AT&T-9STATE's technicians or project managers to work outside of regular working hours, AT&T-9STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-9STATE's intrastate Access Services Tariff.

2. Access to Operational Support Systems

2.1 AT&T-9STATE shall provide Sprint access to several operational support systems. Access to these support systems is available through a variety of means, including electronic interfaces.

2.1.1 Sprint and AT&T-9STATE will establish interface contingency plans and disaster recovery plans for interface services. These plans will provide Sprint with, among other things, the ability to operate in a manual mode in instances of disaster, under-performance, or if the potential for non-performance is present. The operational support systems available are:

2.2 Pre-Ordering. AT&T-9STATE provides electronic access to the following pre-ordering functions including but not limited to: service address validation, telephone number selection, service and feature availability, due date information, loop makeup information and customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or other electronic interface as mutually agreed by the Parties. Customer record information includes but is not limited to, customer specific information in Customer Record Information System ("CRIS") and Regional Street Address Guide ("RSAG"). In addition, Sprint shall provide to AT&T-9STATE within twenty-four (24) after requested access to customer record information as authorized by the end-user including electronic access where available. Otherwise, Sprint shall use best efforts to provide email copies of customer record information within twenty-four (24) hours of a valid request by AT&T-9STATE exclusive of Saturdays, Sundays and holidays. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that Sprint and AT&T-9STATE will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.2.1 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 2.3 Service Ordering and Provisioning. Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Sprint to report and monitor service troubles and obtain repair services. AT&T-9STATE shall offer Sprint service trouble reporting in a non-discriminatory manner that provides Sprint the equivalent ability to report and monitor service troubles that AT&T-9STATE provides to itself and its affiliates. The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used. AT&T-9STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.
- 2.5 Sprint shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-9STATE 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.
- 2.6 Neither Sprint or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-9STATE except with the prior written consent of AT&T-9STATE.
- 2.6a Sprint will be responsible for testing and isolating troubles on ICA Services. Sprint must test and isolate trouble to the AT&T-9STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-9STATE at the time of the trouble report, Sprint will be required to provide the results of the Sprint test isolating the trouble to the AT&T-9STATE network.
- 2.6b For all ICA Services repair requests, Sprint shall adhere to AT&T-9STATE's prescreening guidelines prior to referring the trouble to AT&T-9STATE.
- 2.6c Sprint will contact the appropriate AT&T-9STATE repair centers in accordance with procedures established by AT&T-9STATE.
- 2.6d AT&T-9STATE reserves the right to contact Sprint's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 2.6e Repair requests are billed in accordance with the provisions of this Agreement. If Sprint reports a trouble on a AT&T-9STATE ICA Service and no trouble is found in AT&T-9STATE's network, AT&T-9STATE will charge Sprint 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-9STATE in order to confirm the working status. AT&T-9STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

- 2.6f In the event AT&T-9STATE 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 Sprint (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-9STATE will bill Sprint for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-9STATE 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.
- 2.6g Sprint shall pay Time and Material charges when AT&T-9STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-9STATE or in detariffed CPE provided by AT&T-9STATE, unless covered under a separate maintenance agreement.
- 2.6h Sprint 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.
- 2.6i If Sprint issues a trouble report allowing AT&T-9STATE access to End User's premises and AT&T-9STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-9STATE personnel are dispatched. Subsequently, if AT&T-9STATE personnel are allowed access to the premises, these charges will still apply.
- 2.6j 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-9STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-9STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-9STATE performed other than on a normally scheduled workday.
- 2.6k If Sprint requests or approves an AT&T-9STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, Sprint 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.
- 2.7 Testing.
- Detailed test plans and test scenarios will be jointly developed and agreed to by Sprint and AT&T-9STATE at the appropriate time. AT&T-9STATE acknowledges that a phased testing approach maybe applicable to ensure adequate testing of software.

- 2.7.1 The integrated approach for Sprint and AT&T-9STATE to perform Connectivity and End-to-End Testing for Pre-Order and Order processing will include the following conditions:
 - 2.7.1.1 Subject matter experts from Sprint and AT&T-9STATE will be available for test planning, analysis, design, verification and approval.
 - 2.7.1.2 Testing with AT&T-9STATE will be in a testing environment, which is a production test environment.
 - 2.7.1.3 Sprint and AT&T-9STATE will provide a Single Point of Contact (SPOC) for Problem Management.
 - 2.7.1.4 Testing dates may be modified as mutually agreed by the Parties to accommodate unforeseen circumstances.
- 2.8 OSS Documentation. AT&T-9STATE will accurately document and update all business rules when applicable in a timely manner. A business rule defines the process, internal and external Operational Support System, functional and Electronic requirements for completing a service order. Multiple layers of Business Rules exist within the Operating Support System, Order/Pre-Order, Trouble Operations and Electronic Interface (EI) platforms. Business Rules translate AT&T-9STATE's Procedures to Sprint's requirements based on industry guidelines. AT&T-9STATE will respond to Sprint's questions regarding business rules and other documentation using best efforts within 48 hours or as mutually agreed by the Parties.
- 2.9 AT&T-9STATE will provide OSS servers that have various levels of redundancy and failover capability to minimize downtime.
- 2.10 Rates. Unless otherwise specified herein, charges for the use of AT&T-9STATE'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.

3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Sprint will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Sprint wishes to reinstate an order, Sprint may be required to submit a new service order.
- 3.2 Single Point of Contact. Sprint will be the single point of contact with AT&T-9STATE for ordering activity for ICA services used by Sprint to provide services to its end users, except that AT&T-9STATE may accept an order directly from another Sprint, or AT&T-9STATE, acting with authorization of the affected end user. AT&T-9STATE may disconnect any network element associated with the service to be disconnected and being used by Sprint to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. AT&T-9STATE will notify Sprint that such an

order has been processed, but will not be required to notify Sprint in advance of such processing.

- 3.3 Use of Facilities. When a customer of Sprint elects to discontinue service and transfer service to another local exchange carrier, including AT&T-9STATE, AT&T-9STATE shall have the right to reuse the facilities provided to Sprint by AT&T-9STATE 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 Sprint or has been denied service for nonpayment or otherwise. AT&T-9STATE will notify Sprint that such a request has been processed after the disconnect order has been completed. 3.3aAT&T-9STATE will provide loss notifications to Sprint. This notification alerts Sprint 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.
- 3.3.1 Upon receipt of a service order, AT&T-9STATE will do the following:
 - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current AT&T-9STATE interval guidelines or other interval guidelines as established by State commissions.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
 - 3.3.1.3 Notify Sprint subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where AT&T-9STATE performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T-9STATE will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If Sprint cancels an order for ICA Services subsequent to AT&T-9STATE's generation of a service order, any costs incurred by AT&T-9STATE 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-9STATE reserves the right to assess cancellation charges if Sprint fails to respond within nine (9) Business Days to a Missed Appointment order notification.
- 3.6.1 Notwithstanding the foregoing, if Sprint places an LSR based upon AT&T-9STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-9STATE to provision the ICA Services requested and

another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where Sprint places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-9STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, Sprint may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should Sprint elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

3.6.2 Expedite Charges

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

3.6.3 Order Modification Charges

3.6.3.1 If Sprint modifies an order after being sent a FOC from AT&T-9STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

3.7 Acknowledgement. AT&T-9STATE will provide acknowledgement receipts when protocols and interfaces are used that provide an acknowledgement.

3.8 AT&T-9STATE will recognize Sprint as the customer of record of all Elements or Combinations ordered by Sprint and will send all notices, invoices and pertinent information directly to Sprint.

3.9 Upon request from Sprint, AT&T-9STATE will provide an intercept referral message in Tandem Switching Element that includes any new Sprint telephone number, for the same duration as is provided to AT&T-9STATE end-users. This message shall be similar in format to the intercept referral messages currently provided by AT&T-9STATE for its own end-users.

3.10 The Firm Order Confirmation will provide Sprint with the CLEC order number, AT&T-9STATE order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service).

3.11 AT&T-9STATE will notify Sprint of completion activity using the same electronic interface used by Sprint to submit the service order request. In addition, when a AT&T-9STATE Technician is dispatched to complete the order, the service technician will contact Sprint at the time of completion. In the event AT&T-9STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by Sprint (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-9STATE will bill Sprint for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-9STATE 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

- 3.12 AT&T-9STATE will turn up loops ordered by Sprint in accordance with TR 73600. AT&T-9STATE does not provide turn up results in writing or electronically. AT&T-9STATE will verbally advise Sprint, if requested, of any test and turn up results at the time of any applicable completion call.
- 3.13 As soon as identified, AT&T-9STATE shall notify Sprint via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any CLEC Service Request. In the interim, AT&T-9STATE will notify Sprint by facsimile of such Rejections/Errors.
- 3.14 As soon as identified, AT&T-9STATE shall notify Sprint via electronic interface, when available (unless otherwise notified by Sprint) of any instances when AT&T-9STATE's Committed Due Dates are in jeopardy of not being met by AT&T-9STATE on any element or feature contained in any order for Network Elements or Combinations. AT&T-9STATE shall concurrently indicate its new committed due date. In the interim, AT&T-9STATE will notify Sprint by telephone, facsimile or via accessing the CSOTS report via the internet of such jeopardy, as mutually agreed to by the Parties.
- 3.15 Upon Sprint's request through a Suspend/Restore Order, AT&T-9STATE shall suspend or restore the functionality of any Network Element or Combination on a non-discriminatory basis as to other AT&T-9STATE customers.
- 3.16 AT&T-9STATE shall provide to Sprint the functionality of blocking calls (e.g., 700, 900,976 international calls and any new services of this type individually or in any combination upon request, including bill to third Party and collect calls) on an individual switching element basis.
- 3.17 Unless otherwise directed by Sprint, when Sprint orders local switching as a Combination, individual element or through a resold service, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not limited to, Directory Assistance and 911/E911 ,capability where such features or functions exist and are offered for the element ordered.
- 3.18 Sprint will specify on each order its Desired Due Date (DDD) for completion of that particular order. AT&T-9STATE will not complete the order prior to DDD unless early turn-up is needed for testing purposes. AT&T-9STATE will notify Sprint if the DDD cannot be met. AT&T-9STATE will make best effort to meet the DDD for Network Element requests.
- 3.19 AT&T-9STATE and Sprint will perform co-operative testing where deemed necessary and by mutual consent (including trouble shooting to isolate problems) to test Services and Elements purchased by Sprint pursuant to this Agreement in order to identify any performance problems at turn-up of the Services and Elements.

3.20 To the extent AT&T-9STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-9STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

3.21 Unless otherwise specified herein, charges for the use of AT&T-9STATE'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.

4.0 Data Connection Security Requirements

4.1 Sprint agrees to comply with AT&T-9STATE 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.

4.2 Sprint agrees that interconnection of Sprint data facilities with AT&T-9STATE data facilities for access to OSS will be in compliance with AT&T-9STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-9STATE and available on the AT&T CLEC Online website.

4.3 Joint Security Requirements:

4.3.1 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.).

4.3.2 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.

4.3.3 Sprint shall immediately notify AT&T-9STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

4.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

4.3.5 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 Sprint's or AT&T-9STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 4.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

4.4 Additional Responsibilities of the Parties:

4.4.1 Modem/DSU Maintenance And Use Policy:

- 4.4.1.1 To the extent the access provided hereunder involves the support and maintenance of Sprint equipment on AT&T-9STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 0 above.

4.4.2 Monitoring:

- 4.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 4.4.3 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.

- 4.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 4.4.5 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.

- 4.4.6 All network-related problems will be managed to resolution by the respective organizations, Sprint or AT&T-9STATE, as appropriate to the ownership of a failed component. As necessary, Sprint and AT&T-9STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 4.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
 - 4.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 4.6 below through Section 4.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to Sprint or AT&T-9STATE, respectively, as the providers of the computer, network or information in question.
 - 4.5.2 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.
- 4.6 General Policies:
 - 4.6.1 Each Party's resources are for this Agreement's approved business purposes only.
 - 4.6.2 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.
 - 4.6.3 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.
 - 4.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 4.6.5 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.
- 4.7 User Identification:
 - 4.7.1 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.

- 4.7.2 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.
- 4.7.3 User IDs will be revalidated on a monthly basis.
- 4.8 User Authentication:
 - 4.8.1 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.
 - 4.8.2 Passwords must not be stored in script files.
 - 4.8.3 Passwords must be entered by the user.
 - 4.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
 - 4.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
 - 4.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
 - 4.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.
- 4.9 Access and Session Control:
 - 4.9.1 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.
 - 4.9.2 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.
- 4.10 User Authorization:
 - 4.10.1 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.
- 4.11 Software and Data Integrity:
 - 4.11.1 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.

4.11.2 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.

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

4.11.4 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.

4.12 Monitoring and Audit:

4.12.1 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.”

4.12.2 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.

5.0 Ordering

5.1 AT&T-9STATE will provide ordering functionality. To order any ICA Services Sprint will format a Local Service Request (LSR) to identify the features, services or elements Sprint is requesting AT&T-9STATE to provision in accordance with applicable AT&T-9STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, Sprint and AT&T-9STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-9STATE ordering requirements. AT&T-9STATE's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T-9STATE product/service intervals are located on AT&T's CLEC Online website.

- 5.4 AT&T-9STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. Sprint shall provide to AT&T-9STATE an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.5 When an AT&T-9STATE provided ICA Service is replaced by Sprint's facility-based service using any AT&T-9STATE provided ICA Services, Sprint shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-9STATE, and Sprint will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-9STATE provided ICA Services is converted to another CLEC's service using any AT&T-9STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-9STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.
- 5.6 AT&T-9STATE shall bill to Sprint an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 6.0 Service Bureau Provider Arrangements for Shared Access to OSS**
- 6.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, Sprint shall be permitted to access AT&T-9STATE OSS via a Service Bureau Provider as follows:
- 6.2 Sprint shall be permitted to access AT&T-9STATE application-to-application OSS interfaces, via a Service Bureau Provider where Sprint has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-9STATE to allow Service Bureau Provider to establish access to and use of AT&T-9STATE's OSS.
- 6.3 Sprint's use of a Service Bureau Provider shall not relieve Sprint of the obligation to abide by all terms and conditions of this Agreement. Sprint must ensure that its agent properly performs all OSS obligations of Sprint under this Agreement, which Sprint delegates to Service Bureau Provider.
- 6.4 It shall be the obligation of Sprint to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-9STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once Sprint provides Notice. Additionally, AT&T-9STATE shall have a reasonable transition period to terminate any such connection after Notice from Sprint that it has terminated its agency relationship with a Service Bureau Provider.

- 6.5 AT&T-9STATE 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-9STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as Sprint's agent for connection to AT&T-9STATE's OSS) which could not be avoided by AT&T-9STATE 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.

7.0 Billing

- 7.1 AT&T-9STATE will provide to Sprint nondiscriminatory access to associated billing information as necessary to allow Sprint 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 Sprint.
- 7.1.1.1 Sprint agrees to pay the applicable rates set forth in the Pricing Schedule.

EXHIBIT A**Operational Support Systems (OSS)**

AT&T-9STATE has developed and made available the following electronic interfaces by which CLEC-1 may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the Pricing Schedule. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the Pricing Schedule.

Denial/Restoral OSS Charge

In the event CLEC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

CLEC will incur a charge for an accepted LSR that is later canceled by CLEC.

Network Elements and Other Services Manual Additive

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces (“Additional Charges”). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

Attachment 7

Billing

Legend: **AT&T language in bold underline**
Sprint language in bold italics

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BILLING

This Attachment 7 is subject to the General Terms and Conditions of this Agreement.

1. Payment and Billing Arrangements

Unless otherwise stated, each Party will render monthly bill(s) and pay in full for **undisputed** billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

- 1.1 Billing. AT&T-9STATE agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Sprint requests. AT&T-9STATE will bill and record in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from AT&T-9STATE Network Elements and Other Services as set forth in this Agreement. AT&T-9STATE will format all bills in CABS Billing Output Specifications (CBOS) Standards or Customized Large User Bill/Electronic Data Interchange (CLUB/EDI) format, depending on the type of service ordered. For those services where standards have not yet been developed, AT&T-9STATE's billing format will change as necessary when standards are finalized by the industry forum.

Invoices between the Parties will be provided on mechanized format and will be the primary bill, unless a paper bill is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services

Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party

Invoices between the Parties shall include, but not be limited to the following pertinent information:

Identification of the monthly bill period (from and through dates)
Current charges
Past due balance
Adjustments
Credits
Late payment charges
Payments
Contact telephone number for billing inquiries

- 1.1.1 For any service(s) AT&T-9STATE orders from Sprint, Sprint shall bill AT&T-9STATE in CABS format.
- 1.1.2 Intentionally left blank.
- 1.2 **Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate AT&T-9STATE account manager the necessary documentation to enable AT&T-9STATE**

to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.

1.3 AT&T-9STATE shall bill Sprint on a current basis all applicable charges and credits.

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to AT&T-9STATE for all services billed. AT&T-9STATE is not responsible for payments not received by Sprint from Sprint's customer. In general, AT&T-9STATE will not become involved in disputes between Sprint and Sprint's end user customers. If a dispute does arise that cannot be settled without the involvement of AT&T-9STATE, Sprint shall contact the designated Service Center for resolution. AT&T-9STATE will make every effort to assist in the resolution of the dispute and will work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be required to submit documentation to substantiate the claim. Payments made to AT&T-9STATE as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.5 AT&T-9STATE will render bills each month on established bill days for each of Sprint's accounts.

Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call. Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.

1.6 AT&T-9STATE will bill Sprint in advance charges for all **resold** services to be provided during the ensuing billing period except charges associated with **applicable resold** service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&T-9STATE will also bill Sprint, and Sprint will be responsible for and remit to AT&T-9STATE, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

1.7 With respect to services resold by Sprint, any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, AT&T-9STATE. No additional charges are to be assessed to Sprint.

- 1.8 AT&T-9STATE will not perform billing and collection services for Sprint as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within AT&T-9STATE.
- 1.9 Pursuant to 47 CFR Section 51.617, for resold lines AT&T-9STATE will bill Sprint end user common line charges identical to the end user common line charges AT&T-9STATE bills its end users.
- 1.9.a *Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.*

1.10 Assurance of Payment

- 1.10.1 **Upon request by AT&T-9STATE, CLEC will provide AT&T-9STATE with the AT&T-9STATE Credit Profile form and provide information to AT&T-9STATE regarding CLEC's credit and financial condition.**
- 1.10.2 **Assurance of payment may be requested by AT&T-9STATE:**
- 1.10.2.1 **If based on AT&T-9STATE's analysis of the AT&T-9STATE 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**
- 1.10.2.2 **CLEC fails to timely pay a bill rendered to CLEC by AT&T-9STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 3.4 below); and/or**
- 1.10.2.3 **CLEC's gross monthly billing has increased, AT&T-9STATE 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**
- 1.10.2.4 **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.**
- 1.10.3 **If AT&T-9STATE 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-9STATE'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-9STATE's applicable Tariff.

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

1.10.4.1 a Cash Deposit; or

1.10.4.2 a Letter of Credit; or

1.10.4.3 a Surety Bond

1.10.5 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-9STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-9STATE 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-9STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CLEC or AT&T-9STATE 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-9STATE shall agree on a level of estimated billings based on all relevant information.

1.10.6 To the extent that AT&T-9STATE 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.

1.10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-9STATE Tariff. AT&T-9STATE will not pay interest on a Letter of Credit or a Surety Bond.

1.10.8 AT&T-9STATE 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:

1.10.8.1 CLEC owes AT&T-9STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

1.10.8.2 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

1.10.8.3 The expiration or termination of this Agreement.

- 1.10.9 If AT&T-9STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-9STATE, CLEC will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 1.4 above.**
- 1.10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-9STATE makes a request for assurance of payment in accordance with the terms of this Section 1.10 then AT&T-9STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished AT&T-9STATE with the assurance of payment requested; provided, however, that AT&T-9STATE will permit CLEC a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 1.10.**
- 1.10.11 In the event CLEC fails to provide AT&T-9STATE 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 1.0 above. Upon termination of services, AT&T-9STATE shall apply any security deposit to CLEC's final bill for its account(s). If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-9STATE may also invoke the provisions set forth in Section 3.0 below.**
- 1.10.12 A Cash Deposit held by AT&T-9STATE shall be returned to CLEC if the following conditions have been met:**
- 1.10.12.1 Payment was made on bills rendered to CLEC by AT&T-9STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 1.4 below) as of the Bill Due Date for all but one time during the prior twelve month period and all payments were made with checks that were honored and,**
- 1.10.12.2 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.**
- 1.10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-9STATE 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.**

1.10.14 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-9STATE with evidence that CLEC has obtained a suitable replacement for the Letter of Credit. If CLEC fails to comply with the foregoing, AT&T-9STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for CLEC account(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-9STATE 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-9STATE 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-9STATE 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-9STATE's written Notice. If CLEC fails to comply with the foregoing, AT&T-9STATE 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-9STATE 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.

1.11 Billing and Payment of Charges

1.11.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule.

1.11.2 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

1.11.2.1 If any portion of the payment is not received by the AT&T-9STATE Billing Party on or before the payment due date Bill Due Date as set forth above, or if any portion of the payment is received by the AT&T-9STATE Billing Party in funds that are not immediately available to AT&T-9STATE, then a late payment and/or interest charge shall be due to AT&T-9STATE the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, **as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-9STATE.** *When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 ½ %) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made.* In addition to any

applicable late payment and/or interest charges, **CLEC** *the Billed Party* may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.

Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.

- 1.11.3 If any charge incurred by AT&T-9STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-9STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 1.11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-9STATE. If the Remittance Information is not received with payment, AT&T-9STATE will be unable to apply amounts paid to CLEC's accounts. In such event, AT&T-9STATE shall hold such funds until the Remittance Information is received. If AT&T-9STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply. Payment is considered to have been made when an Electronic Funds Transfer (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.
- 1.11.5 **Sprint** The Parties shall make all payments to AT&T-9STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-9STATE *each Party*. **Remittance Information** *The BAN on which payment is being made* will be communicated together with the funds transfer via the ACH network. **Sprint must use the CCD+ or the CTX Standard Entry Class code.** **CLEC and AT&T-9STATE** *The Parties* will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. **Each ACH payment must be received by AT&T-9STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply.** **AT&T-9STATE** *Each Party* is not liable for any delays in receipt of funds or errors in entries caused by **Sprint or Third Parties**, including **Sprint's the Party's** financial institution. **CLEC** *Each Party* is responsible for its own banking fees. *As of the effective date of this agreement, the Parties have already established EFT arrangements between the Parties.*
- 1.11.6 *Intentionally left blank.* **Prior to establishing EFT, CLEC will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's CLEC Online website. This form provides AT&T-9STATE with CLEC's set up and contract information for electronic payments. AT&T-**

9STATE banking information will be provided by AT&T-9STATE Treasury & Remittance Operations on AT&T-9STATE approved forms after the CLEC's completed ECF11 form is received, testing has completed and certification confirmed.

1.11.7 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.

1.11.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, **prior to the Bill Due Date**, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in General Terms and Conditions in Section 3.0 below. **The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party.** On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, **and (ii) all Disputed Amounts, other than disputed charges arising from Inter-carrier Compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.**

1.11.9 Requirements to Establish Escrow Accounts.

1.11.9.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

1.11.9.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

1.11.9.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

1.11.9.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

1.11.9.2 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 in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

1.11.9.2.1 The escrow account must be an interest bearing account;

1.11.9.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

1.11.9.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

1.11.9.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

1.11.9.2.5 disbursements from the escrow account will be limited to those:

1.11.9.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or

1.11.9.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of under Disputes in General Terms and Conditions; or

1.11.9.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Disputes in General Terms and Conditions.

1.11.10 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 2.2 above.

1.11.11 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in General Terms and Conditions below.

1.11.12 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

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

1.11.12.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

1.11.12.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

1.11.12.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 2.8 above.

1.11.13 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 2.12.1 above and Section 2.12.3 above are completed within the times specified therein.

1.11.14 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 2.12 above shall be grounds for termination of the Interconnection Services provided under this Agreement.

1.11.15 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary.

1.11.16 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

1.12 Nonpayment and Procedures for Disconnection

1.12.1 If a Party is furnished Interconnection Services under the terms of this Agreement in more than one (1) state, Section 1.12.2 below through Section 1.12.9 below, inclusive, shall be applied separately for each such state.

1.12.2 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.

1.12.3 AT&T-9STATE will also provide any written notification to any Commission as required by any State Order or Rule. *Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.*

1.12.4 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:

1.12.4.1 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 General Terms and Conditions in this Agreement, together with the reasons for its dispute; and

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

1.12.4.3 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 in Section 1.11.9 above and

1.12.4.4 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 in Section 1.11.9 above 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 1.11.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” in General Terms and Conditions.
- 1.12.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in General Terms and Conditions *Section 3.0 below*.
- 1.12.6 If the Non-Paying Party fails to:
- 1.12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party’s Discontinuance Notice as described in Section 1.12..2 above.
- 1.12.6.2 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 1.11.9 above within the time specified in Section 1.12.2 above,
- 1.12.6.3 timely furnish any assurance of payment requested in accordance with Section 1.10.4 above; or
- 1.12.6.4 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 1.12.6.1 above through 1.12.6.4 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:
- 1.12.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;
- 1.12.6.4.2 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.
- 1.12.7 Where required, a copy of the demand provided to CLEC under Section 1.12.6 above will also be provided to the Commission at the same time.
- 1.12.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party’s exercise of any of its options under Section 1.12.6 above, and Sections 1.12.6.4.1 above and 1.12.6.4.2 above:
- 1.12.8.1 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
- 1.12.8.2 will exclude any affected application, request, order or service from any otherwise Performance Measure.
- 1.12.9 Limitation on Back-billing and Credit Claims:
- 1.12.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:
- 1.12.9.1.1 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) six (6)** 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) six (6)** 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** six 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 **collection** for any Interconnection **products and/or services Services** more than **twelve (12) six (6)** months after the **Interconnection products and/or services Services** was provided when the ability or right to charge or the proper charge for the **Interconnection products and/or services Services** was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing **or credits** shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge **change** or (b) **twelve (12) six (6)** months from the date of the final order allowing or approving such charge or **(c) twelve months from the date of approval of any executed amendment to this Agreement required to implement such charge.**

1.12.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection Services purchased under this Agreement, except that Intercarrier Compensation is specifically excluded from this Section 1.12.0 and is addressed separately in the Attachment – 02 Network Interconnection.

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1.15 Intentionally left blank.
1.16 Intentionally left blank.

2. Intentionally left blank.

3. Dispute Resolution

3.1 Finality of Disputes:*Intentionally left blank*

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

3.1.2 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.

3.2 Alternative to Litigation:

3.2.1 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.

3.3 Commencing Dispute Resolution:

3.3.1 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:

3.3.1.1 Service Center Dispute Resolution

3.3.1.2 Informal Dispute Resolution; and

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

3.4 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-9STATE for Disputed Amounts must be made on the “Billing Claims Dispute Form”.

3.4.1 If the written Notice given pursuant to the Disputes Resolution Section above discloses that the dispute relates to billing, then the procedures set forth in Section 3.3 above shall be used.

3.4.2 For a dispute submitted by the CLEC, the dispute shall first be processed by the appropriate service center for resolution.

3.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:

3.4.3.1 the date of the bill in question;

3.4.3.1.1 the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;

3.4.3.1.2 telephone number, circuit ID number or trunk number in question;

3.4.3.1.3 any USOC (or other descriptive information) information relating to the item questioned;

3.4.3.1.4 amount billed;

3.4.3.1.5 amount in question; and

3.4.3.1.6 the reason that the Disputing Party disputes the billed amount.

3.4.4 When CLEC is the Disputing Party, CLEC must provide evidence to AT&T-9STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Requirements to Establish Escrow Accounts Section above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be deemed a “dispute”. Failure to provide the information and evidence required by this Section 3 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC’s irrevocable and full waiver of its right to dispute the subject charges.

3.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 3.4 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.

3.4.6 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 3.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.

3.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 3.4 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 3.5 below of this Agreement.

3.5 Informal Dispute Resolution:

3.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 3.3 above or Section 3.4.7 above, 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.

3.6 Formal Dispute Resolution:

3.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 3.5 above, then either Party may invoke the formal Dispute Resolution procedures described in this Section 3.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 3.3 above.

3.6.2 Claims Subject to Mandatory Arbitration:

3.6.2.1 The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 3.7 below:

3.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 3.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 3.3 above, the Parties will annualize the actual number of months billed.

3.6.3 Claims Subject to Elective Arbitration:

3.6.3.1 **Claims will be subject to elective arbitration pursuant to Section 3.7 below, 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.**

3.6.4 **Claims Not Subject to Arbitration:**

3.6.4.1 **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.**

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

3.6.4.3 **Actions to compel compliance with the Dispute Resolution process.**

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

3.7 **Arbitration:**

3.7.1 **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 Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) 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 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.**

4. **Intentionally left blank.** *Bona Fide Billing Disputes*

4.1 *A Bona Fide Billing Dispute means a dispute of a specific amount of money*

actually billed by the Billing Party. The dispute must be clearly explained by the Disputing Party and supported by written documentation from the Disputing Party, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved, the Disputing Party will make immediate payment on any of the disputed amount owed to the Billing Party or the Billing Party shall have the right to pursue normal treatment procedures. Any credits due to the Disputing Party, pursuant to the Bona Fide Dispute, will be applied to the Disputing Party's account by the Billing Party immediately upon resolution of the dispute.

- 4.2 *Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.*
- 4.2.1 *Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Billing Party rejects the Disputing Party's Bona Fide Billing Dispute, the Billing Party assumes the responsibility to provide the Disputing Party with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:*
- 4.2.2 *If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.*
- 4.2.3 *If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.*
- 4.3 *If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other*

Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. The Billing Party shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

5. **Audits and Examinations**

Audits and examinations related to billing will be conducted in accordance with **Section 22** the General Terms and Conditions of this Agreement.

6. Intentionally left blank.

7. **Non-Intercompany Settlement System (NICS)** *Intentionally left blank.*

General Provisions

7.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T- 9STATE billed by CLEC (when the CLEC is using its own End Office Switch),or messages originated by CLEC and billed by AT&T9STATE within the same and AT&T-9STATE State (i.e., messages for intrastate/intraLATA traffic only).

7.2 AT&T9STATE will also collect the revenue earned by CLEC within the AT&T-9STATE territory from another LEC also within the AT&T-9STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of CLEC. AT&T-9STATE will remit the revenue billed by CLEC within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T-9STATE and the resulting charge or credit issued to CLEC via a monthly invoice in arrears.

7.3 NICS does not extend to 900 or 976 calls or to other pay per call services.

7.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T-9STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

7.5 This Attachment does not cover calls originating and billing within a state outside of and/or AT&-9STATE.

7.6 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).

7.7 The Party billing the End User shall be responsible for all uncollectible amounts.

7.8 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

7a. Responsibilities of the Parties

7a.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDs for inclusion in the NICS report when an alternately billed call originates from its End User.

8. Daily Usage File

8.1 Introduction

Upon written request from CLEC, AT&T-9STATE will provide CLEC a Daily Usage File (DUF) for **Resale Services services** provided hereunder. A DUF will be provided by AT&T-9STATE 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 Resale Services** to the extent that similar usage sensitive information is provided to retail End Users of AT&T-9STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-9STATE in connection with **service Resale Services** provided by AT&T-9STATE, and (iii) operator handled calls provided by AT&T-9STATE. **Procedures and processes for implementing the interfaces with AT&T-9STATE will be included in implementation requirements documentation.**

8.2 General Provisions

8.2.1 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.

8.2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-9STATE 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.

8.2.3 AT&T-9STATE 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.

- 8.2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-9STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 8.2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-9STATE for billing, which would otherwise be processed by AT&T-9STATE 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-9STATE records the message.
- 8.2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-9STATE to provide operator services, upon written request from CLEC, AT&T-9STATE will provide CLEC a DUF for operator handled calls handled by AT&T-9STATE.

9 Recording Failures Intentionally left blank.

- 9.1 *When Sprint message data are lost, damaged, or destroyed as a result of AT&T-9STATE error or omission when either Party is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 8.3.3 and AT&T-9STATE shall compensate Sprint for this lost revenue.***

9.a Material Loss Intentionally left blank.

- 9.a.1 *AT&T-9STATE shall review its daily controls to determine if data has been lost. AT&T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&T-9STATE to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.***
- 9.a.2 *From message and minute volume reports for the Party experiencing the loss, AT&T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred.***
- 9.a.3 *AT&T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.***

Exceptions:

A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.

B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.

C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).

D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.

10. Recording

10.1 Responsibilities of the Parties

10.1.1 ***AT&T-9STATE will record all IXC transported telephone toll service messages for CLEC carried over all Feature Group Switched Access Services Interconnection Facilities that are available to AT&T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-9STATE-provided equipment or operators) will not be recorded. The Recording equipment will be provided at locations selected by AT&T-9STATE.***

10.1.2 ***AT&T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for IXC transported telephone toll service messages if the messages are recorded by AT&T-9STATE.***

10.1.3 ***AT&T-9STATE will provide AURs that are generated by AT&T-9STATE.***

10.1.4 ***Assembly and Editing will be performed on all IXC transported telephone toll messages recorded by AT&T-9STATE.***

10.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-9STATE and provided to CLEC. Intentionally left blank.

- 10.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.
- 10.1.7 **AT&T-9STATE** will provide message detail to **CLEC Sprint** in data files, (a **Secure File Transfer Protocol** or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the **CLEC Sprint** to receive End User billable Records, **the CLEC Sprint** may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.
- 10.1.8 **CLEC Sprint** will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-9STATE reserves the right to limit the frequency of transmission to existing AT&T-9STATE processing and work schedules, holidays, etc.
- 10.2 **The Recording Party AT&T-9STATE** will determine the number of data files required to provide the AUR detail to **CLEC receiving Party**.
- 10.2.1 Recorded **Billable Message AUR** detail and/or AUR detail previously provided **CLEC Sprint** and lost or destroyed through no fault of **AT&T-9STATE the sending Party** will not be recovered and made available to **CLEC the receiving Party** except on an individual case basis at a cost determined by **AT&T-9STATE the Recording Party**.
- 10.2.2 When **AT&T-9STATE** receives rated Billable Messages from an IXC or another LEC that are to be billed by **CLEC Sprint**, **AT&T-9STATE** may forward those messages to **CLEC Sprint or designated CMDS Hosting service provider**.
- 10.2.3 **AT&T-9STATE** will record the applicable detail necessary to generate AURs and forward them to **CLEC Sprint** for its use in billing access to the IXC.
- 10.2.4 When **CLEC Sprint** is the Recording Company, **the CLEC Sprint** agrees to provide its recorded **Billable Messages telephone toll service message detail and AUR detail data** to AT&T-9STATE **under the same terms and conditions of this Section per MECAB guidelines**.
- 10.2.5 **To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such facilities will be equally shared.**
- 10.3 Basis of Compensation

- 10.3.1 **AT&T-9STATE as the** *The* Recording Company *Party*, agrees to provide *EMI* recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs **ordered/required by the CLEC** in accordance with this Section on a reciprocal, no-charge basis. **CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-9STATE on a reciprocal, no-charge basis.** The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.
- 10.4 Limitation of Liability
- 10.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 10.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this **Agreement Section** where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 10.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data, *at no charge*, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company **shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company will retrieve and provide requested records up to twenty-four (24) months back on an individual case basis at a reasonable cost determined by the Recording Party.**
- 10.4.4 **If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.** *Intentionally left blank.*

- 10.4.5 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data
11. Intentionally left blank.
12. Intentionally left blank.

ATTACHMENT 8

LICENSE

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated:

_____, _____

Between

AT&T-9STATE TELECOMMUNICATIONS, INC.

(*Licensor*)

And

Sprint's legal name to be inserted

(*Licensee*)

Sprint desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

Or

☐ **AT&T-9STATE** Region

AT&T-9STATE License Number - _____

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment, together with the General Terms and Conditions Sections of this Agreement, sets forth the terms and conditions under which **AT&T-9STATE** shall afford to Sprint access to **AT&T-9STATE**'s Poles, Ducts, Conduits and Rights-of-Way, pursuant to the Act

1.0 DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used herein, have the meanings set forth in this Section 1.

- 1.1 **Anchor.** The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by **AT&T-9STATE**, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 1.2 **Anchor/Guy Strand.** The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.
- 1.3 **Application.** The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for **AT&T-9STATE** owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 1.4 **Communications Act of 1934.** The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.5 **Assigned.** The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications

service provider must be physically occupied by the service provider, be it **AT&T-9STATE** or a new entrant, within twelve (12) months of the space being Assigned.

- 1.6 “Attaching Party” means any Party wishing to make a physical Facility Attachment on or in any AT&T structure.
- 1.7 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not Assigned to a specific provider at the applicable time.
- 1.8 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.9 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of **AT&T-9STATE**’s Conduit System.
- 1.10 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by **AT&T-9STATE**.
- 1.11 Cost. The term Cost as used herein refers to charges made by **AT&T-9STATE** to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to **AT&T-9STATE** for work and/or, (b) if the work was performed by **AT&T-9STATE** employees, the rates set forth in the Price Schedule of the General Terms and Conditions of **AT&T-9STATE**.
- 1.12 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-ducts created by subdividing a Duct into smaller channels.
- 1.13 Facilities. The terms facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.14 The acronym FCC refers to the Federal Communications Commission.
- 1.15 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 1.16 Inner-Duct. The term Inner-duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.17 Joint User. The term Joint User refers to a utility which has entered into an agreement with **AT&T-9STATE** providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights-of-Way owned by the other party.

- 1.18 “Joint Use Pole” means a pole not owned by AT&T-22STATE, but upon which AT&T-22STATE maintains its Facilities.
- 1.19 Lashing. The term Lashing refers to the attachment of a Sprint Sheath or Inner-duct to a supporting strand.
- 1.20 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by AT&T-9STATE prior to the date of this Agreement.
- 1.21 Licensee. The term Licensee refers to a third person or entity which has entered or may enter into an agreement or arrangement with AT&T-9STATE permitting such person or entity to place its Facilities in AT&T-9STATE's Conduit System or attach its Facilities to AT&T-9STATE's Poles or Anchors.
- 1.22 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare AT&T-9STATE's Conduit Systems, Poles or Anchors and related Facilities for the requested Occupancy or attachment of Sprint's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Sprint's Facilities and not to meet AT&T-9STATE's business needs or convenience. Make-Ready Work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of AT&T-9STATE's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Sprint's Facilities.
- 1.23 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 1.24 Occupancy. The term occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right-of-way.
- 1.25 “Occupancy” means the physical presence of Telecommunication Facilities in a Duct, on a Pole, or within a ROW.
- 1.26 “Overlashing” involves an attacher tying communication conductors to existing, supportive strands of cable on poles, which enables attachers to replace deteriorated cables or expand the capacity of existing facilities while reducing construction disruption and associated expense.
- 1.27 Owner. The term Owner is defined as the person in whom is vested the ownership, or title of property; proprietor.

- 1.28 Person Acting on Sprint's Behalf. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms specifically include, but are not limited to, Sprint, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Sprint and their respective officers, directors, employees, agents, and representatives.
- 1.29 Person Acting on AT&T-9STATE's Behalf. The terms Person Acting on AT&T-9STATE's Behalf, personnel performing work on AT&T-9STATE's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on AT&T-9STATE's Behalf, personnel performing work on AT&T-9STATE's behalf, and similar terms specifically include, but are not limited to, AT&T-9STATE, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T-9STATE and their respective officers, directors, employees, agents, and representatives.
- 1.30 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by AT&T-9STATE, and does not include utility Poles or Anchors with respect to which AT&T-9STATE has no legal authority to permit attachments by other persons or entities.
- 1.31 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.32 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Sprint's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Sprint's Facilities.
- 1.33 Right-of-Way (ROW). The term Right-of-Way refers to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.34 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

- 1.35 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-duct not currently Assigned or subject to a pending Application for attachment/Occupancy. Spare capacity does not include an Inner-duct (not to exceed one Inner-duct per party) reserved by AT&T-9STATE, Sprint, or a Third Party for maintenance, repair, or emergency restoration.
- 1.36 Third Party. The terms Third Party and third parties refer to persons and entities other than Sprint and AT&T-9STATE. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2.0 SCOPE OF AGREEMENT

- 2.1 Undertaking of AT&T-9STATE. AT&T-9STATE shall provide Sprint with equal and nondiscriminatory access to Poles, Conduits, Ducts, and Rights-of-Way on terms and conditions equal to those provided by AT&T-9STATE to itself or to any other telecommunications service provider. Further, AT&T-9STATE shall not withhold or delay assignment of such Facilities to Sprint because of the potential or forecasted needs of itself or other parties.
- 2.2 Attachments and Occupancies Authorized by this Agreement AT&T-9STATE shall issue one or more Licenses to Sprint authorizing Sprint to attach Facilities to AT&T-9STATE's owned or controlled Poles and to place Facilities within AT&T-9STATE's owned or controlled Conduits, Ducts or Rights-of-Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach Facilities to AT&T-9STATE's owned or controlled Poles, to place Facilities within AT&T-9STATE's owned or controlled Conduits, Ducts or Rights-of-Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.
- 2.2.2 Sprint agrees that its attachment of Facilities to AT&T-9STATE's owned or controlled Poles, Occupancy of AT&T-9STATE's owned or controlled Conduits, Ducts or Rights-of-Way shall take place pursuant to the licensing procedures set forth herein, and AT&T-9STATE agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 2.2.3 Sprint may not sublease or otherwise authorize any Third Party to use any part of the AT&T-9STATE Facilities licensed to Sprint under this Attachment, except that Sprint may lease its own Facilities to third parties or allow affiliates to over lash cables to Sprint's cables. Notwithstanding the above, upon notice to AT&T-9STATE, Sprint may permit Third Parties who have an agreement with AT&T-9STATE to overlash to existing Sprint attachments in accordance with the terms and conditions of such Third

Party's agreement with AT&T-9STATE, and Sprint may lease dark fiber to a Third Party.

- 2.2.4 Attaching Party warrants that any overlashing the Attaching Party conducts or permits (via a third party or contractor) shall meet the following requirements: (1) the overlashing complies with the NESC and any other industry standards; (2) the Attaching Party has computed the pole loading with the additional overlashed facility, and the pole will not be overloaded with the addition of the overlashed facility; (3) the Attaching Party has determined that no make ready is necessary to accommodate the overlashed facility, or will insure that any make-ready necessary will be conducted before the overlashing occurs. Attaching Party agrees to indemnify AT&T-9STATE should any of the warranties be breached.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, AT&T-9STATE shall issue to Sprint one or more Licenses per state authorizing Sprint to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights-of-Way owned or controlled by AT&T-9STATE located within this state on a first come, first served basis. AT&T-9STATE may deny a License Application if AT&T-9STATE determines that the Pole, Conduit or Duct space specifically requested by Sprint is necessary to meet AT&T-9STATE's plans that are anticipated/projected for the next 1-year planning period, or is licensed by AT&T-9STATE to another Licensee, or is otherwise unavailable based on engineering concerns. AT&T-9STATE shall provide written notice to Sprint within a reasonable time specifying in detail the reasons for denying Sprint's request. AT&T-9STATE shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Sprint's Facilities will enter and exit AT&T-9STATE's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by AT&T-9STATE to occupy the Conduit System.
- 2.4 Access and Use of Rights-of-Way. AT&T-9STATE acknowledges that it is required by the Telecommunications Act of 1996 to afford Sprint access to and use of all associated Rights-of-Way to any sites where AT&T-9STATE's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of AT&T-9STATE's owned or controlled Conduit Systems are located.
- 2.4.1 AT&T-9STATE shall provide Sprint with access to and use of such Rights-of-Way to the same extent and for the same purposes that AT&T-9STATE may access or use such Rights-of-Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which AT&T-9STATE holds such rights expressly or impliedly grants AT&T-9STATE the right to provide such rights to others.
- 2.4.2 Where AT&T-9STATE notifies Sprint that AT&T-9STATE's agreement with a Third Party does not expressly or impliedly grant AT&T-9STATE the ability to provide such

access and use rights to others, upon Sprint's request, AT&T-9STATE will use its best efforts to obtain the Owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse AT&T-9STATE for the reasonable and demonstrable Costs incurred by AT&T-9STATE in obtaining such rights for Sprint.

- 2.4.3 In cases where a Third Party agreement does not grant AT&T-9STATE the right to provide access and use rights to others as contemplated in 2.4.1 and AT&T-9STATE, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with 2.4.2, or, in the case where Sprint elects not to invoke its rights under 2.4.1 or 2.4.2, Sprint shall be responsible for obtaining such permission to access and use such Rights-of-Way. AT&T-9STATE shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Sprint.
- 2.4.4 Where AT&T-9STATE has any ownership or Rights-of-Way to buildings or building complexes, or within buildings or building complexes, AT&T-9STATE shall offer to Sprint through a License or other attachment:
 - 2.4.4.1 The right to use any Available space owned or controlled by AT&T-9STATE in the building or building complex to install Sprint equipment and Facilities; and
 - 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights-of-Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights-of-Way.
- 2.5 No Effect on AT&T-9STATE's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of AT&T-9STATE to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Sprint has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that AT&T-9STATE shall give Sprint reasonable advance written notice of such intent to convey.
- 2.6 No Effect on AT&T-9STATE's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with AT&T-9STATE's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T-9STATE's own Facilities within AT&T-9STATE's Conduits, Ducts or rights-of way or any of AT&T-

9STATE's Facilities attached to **AT&T-9STATE's** Poles at any time and in any reasonable manner which **AT&T-9STATE** deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in **AT&T-9STATE's** Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Sprint's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.
- 2.7 No Effect on Sprint's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
 - 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within **AT&T-9STATE's** Conduits, Ducts or Rights-of-Way or its Facilities attached to **AT&T-9STATE's** Poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
 - 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights-of-Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Sprint's obligations under Licenses issued pursuant to this Agreement.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
 - 2.8.1 Sprint acknowledges that the Facilities of persons or entities other than **AT&T-9STATE** and Sprint may be attached to or occupy **AT&T-9STATE's** Poles, Conduits, Ducts and Rights-of-Way.
 - 2.8.2 **AT&T-9STATE** shall not attach, or give permission to any third parties to attach Facilities to, existing Sprint Facilities without Sprint's prior written consent. If **AT&T-9STATE** becomes aware of any such unauthorized attachment to Sprint Facilities,

AT&T-9STATE shall notify Sprint of any such unauthorized attachments. **AT&T-9STATE** shall coordinate with Sprint, and **AT&T-9STATE** shall use its best efforts to rectify the situation.

- 2.8.3 With respect to Facilities occupied by Sprint or the subject of an Application for attachment by Sprint, **AT&T-9STATE** will give to Sprint sixty (60) calendar days' written notice for Conduit extensions or reinforcements, sixty (60) calendar days' written notice for Pole line extensions, sixty (60) calendar days' written notice for Pole replacements, and sixty (60) calendar days' written notice of **AT&T-9STATE**'s intention to construct, reconstruct, expand or place such Facilities or of **AT&T-9STATE**'s intention not to maintain or use any existing facility. Where **AT&T-9STATE** elects to abandon or remove **AT&T-9STATE** Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with **AT&T-9STATE** to transfer (purchase agreement) ownership from **AT&T-9STATE** to new party, subject to then-existing Licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) calendar days of written notice from **AT&T-9STATE**. If an emergency or provisions of an applicable joint use agreement require **AT&T-9STATE** to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Sprint or the subject of an Application for attachment by Sprint, **AT&T-9STATE** will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Sprint.
- 2.8.4 Upon Sprint's request and at its expense, **AT&T-9STATE** shall remove any retired cable from Conduit Systems to accommodate Sprint's Facilities and allow for the efficient use of Conduit space within a reasonable period of time. **AT&T-9STATE** retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, **AT&T-9STATE** reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables. If the parties are unable to agree, on such removal arrangements, the matter may be resolved pursuant to the Dispute Resolution procedure set forth in the General Terms and Conditions of this Agreement.
- 2.8.5 **AT&T-9STATE** shall allow Sprint to reserve spares and space for maintenance and emergency purposes as permitted by federal or state legal or regulatory authority.
- 2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by **AT&T-9STATE** on an equal basis to **AT&T-9STATE**, Sprint and other telecommunication service providers.

3.0 REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Sprint agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section:
 - 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
 - 3.1.2 The National Electrical Code (NEC); and
 - 3.1.3 The current version of The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Sprint agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Sprint agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Sprint's Facilities placed in AT&T-9STATE's Conduit System shall meet all of the following electrical design specifications:
 - 3.3.1 No facility shall be placed in AT&T-9STATE's Conduit System in violation of FCC regulations.
 - 3.3.2 Sprint's Facilities placed in AT&T-9STATE's Conduit System shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.
 - 3.3.3 Sprint's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
 - 3.3.4 No coaxial cable of Sprint shall occupy a Conduit System containing AT&T-9STATE's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code.
 - 3.3.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half (1/2) amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

- 3.4 Additional Physical Design Specifications. Sprint's Facilities placed in AT&T-9STATE's Conduit System must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T-9STATE's Conduit or Ducts.
- 3.4.2 The integrity of AT&T-9STATE's Conduit System and overall safety of AT&T-9STATE's personnel and other personnel working in AT&T-9STATE's Conduit System requires that "dielectric cable" be required when Sprint's cable facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Sprint's Conduit to AT&T-9STATE's Conduit System:
- 3.5.1 Sprint will be permitted to connect its Conduit or Duct only at the point of an AT&T-9STATE Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Sprint Facilities will be performed by Sprint or its contractor at Sprint's expense. In no event shall Sprint or its contractor "core bore" or make any other modification to AT&T-9STATE Manhole(s) without the prior written approval of AT&T-9STATE, which approval will not be unreasonably delayed or withheld.
- 3.5.2 AT&T-9STATE may monitor, at Sprint's expense, the entrance and exit of Sprint's Facilities into AT&T-9STATE's Manholes and the placement of Sprint's Facilities in AT&T-9STATE's Manholes.
- 3.5.3 If Sprint constructs or utilizes a Duct connected to AT&T-9STATE's Manhole, the Duct and all connections between that Duct and AT&T-9STATE's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T-9STATE's Conduit System. If Sprint's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T-9STATE's Conduit System.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Sprint access to AT&T-9STATE's Conduit Systems may be performed by AT&T-9STATE at Sprint's expense at charges which represent AT&T-9STATE's actual Costs. Alternatively (at Sprint's option) such work may be performed by a contractor who demonstrates compliance with AT&T-9STATE certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint

(e.g., splicing Sprint's Facilities) within AT&T-9STATE's Conduit System. Sprint represents and warrants that neither Sprint nor any Person Acting on Sprint's Behalf shall permit any person to climb or work on or in any of AT&T-9STATE's Poles or to enter AT&T-9STATE's Manholes or work within AT&T-9STATE's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

- 3.6.1 Sprint's Facilities within AT&T-9STATE's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Sprint's Facilities.
- 3.6.2 "Rodding" or clearing of Ducts in AT&T-9STATE's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T-9STATE, which authorization shall not be unreasonably delayed or withheld by AT&T-9STATE. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with AT&T-9STATE for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with AT&T-9STATE certification requirements.
- 3.6.3 Personnel performing work on AT&T-9STATE's or Sprint's behalf in AT&T-9STATE's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of AT&T-9STATE's Conduit System.
- 3.6.4 Personnel performing work on AT&T-9STATE's or Sprint's behalf within AT&T-9STATE's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Sprint's Facilities shall be firmly secured and supported in accordance with Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore") and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Sprint's Facilities shall be plainly identified with Sprint's name in each Manhole with a firmly affixed permanent tag that meets standards set by AT&T-9STATE for its own Facilities.
 - 3.6.6.1 Identification of Pole Attachments. Sprint's Facilities attached to AT&T-9STATE Poles shall be plainly identified with Sprint's name firmly affixed at each Pole by a permanent tag that meets industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by a vendor approved by AT&T-9STATE in compliance with AT&T-9STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water,

Sediment or Debris Removal and Reporting Procedures,” and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's Facilities within AT&T-9STATE's Conduit System shall be of a type approved by AT&T-9STATE or Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore”).
- 3.6.10 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of AT&T-9STATE's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights-of-Way, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T-9STATE shall have no responsibility for the safety of personnel performing work on Sprint's behalf, or for the safety of bystanders. Sprint also has responsibility for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T-9STATE reserves the right to suspend Sprint's activities on, in or in the vicinity of AT&T-9STATE's Poles or Conduit System if, in AT&T-9STATE's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open Manhole unless it is at least four (4) feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in AT&T-9STATE's Manholes, in any other portion of AT&T-9STATE's Conduit System, or within ten (10) feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by Sprint. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T-9STATE's Conduit

System (including any Manhole) during work operations performed within or in the vicinity of AT&T-9STATE's Conduit System.

- 3.6.15 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T-9STATE's Manholes, in any other portions of AT&T-9STATE's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of AT&T-9STATE's Manholes and the authority of AT&T-9STATE personnel present when work on Sprint's behalf is being performed within or in the vicinity of AT&T-9STATE's Conduit System.
- 3.7.1 AT&T-9STATE's Manholes shall be opened only as permitted by AT&T-9STATE's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Sprint shall notify AT&T-9STATE forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T-9STATE's Manholes.
- 3.7.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
- 3.7.4 AT&T-9STATE's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of AT&T-9STATE's authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within AT&T-9STATE's Conduit System in a safe and workmanlike manner.
- 3.7.5 Although AT&T-9STATE's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, AT&T-9STATE's employee or agent shall have the authority to suspend Sprint's work operations within AT&T-9STATE's Conduit System if, in the reasonable discretion of such AT&T-9STATE employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.
- 3.8 OSHA Compliance: Notice to AT&T-9STATE of Unsafe Conditions. Sprint agrees that:
- 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 3.8.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within AT&T-

9STATE's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Sprint (and any Person Acting on Sprint's Behalf) may report unsafe conditions on, in or in the vicinity of **AT&T-9STATE's** Poles or Conduit System to **AT&T-9STATE**.

3.9 Compliance with Environmental Laws and Regulations. Sprint acknowledges that, from time to time, environmental contaminants may enter **AT&T-9STATE's** Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If **AT&T-9STATE** has knowledge of the presence of such contaminants in a Conduit for which Sprint has applied for or holds a License, **AT&T-9STATE** will promptly notify Sprint of such fact. Notwithstanding any of **AT&T-9STATE's** notification requirements in this Attachment, Sprint acknowledges that some of **AT&T-9STATE's** Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit, "Transite," or "Johns-Manville." Until proven otherwise, Sprint will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. **AT&T-9STATE** makes no representations to Sprint or personnel performing work on Sprint's behalf that **AT&T-9STATE's** Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve **AT&T-9STATE** of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Sprint's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of **AT&T-9STATE's** Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. **AT&T-9STATE** will be afforded a reasonable opportunity

to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by AT&T-9STATE pursuant to this section will be provided in a timely manner.

- 3.9.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as AT&T-9STATE and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, AT&T-9STATE Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor AT&T-9STATE nor personnel performing work on either party's behalf shall discharge water or any other substance from any AT&T-9STATE Manhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T-9STATE premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Sprint agrees that its Facilities attached to AT&T-9STATE's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Sprint shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Sprint shall establish appropriate controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.
- 3.12 Sprint Solely Responsible for the Condition of Its Facilities. Sprint shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, AT&T-9STATE shall have no duty to Sprint to inspect or monitor the condition of Sprint's Facilities (including but not limited to splices and other Facilities connections) located within AT&T-9STATE's Conduit and Ducts or any attachment of Sprint's Facilities to AT&T-9STATE's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. AT&T-9STATE may, however, conduct such inspections and audits of its Poles and Conduit System as AT&T-9STATE determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T-9STATE's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Agreement; and (2) inspection of Sprint Facilities in

compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Sprint. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified or, where not readily identifiable, shall be reported to **AT&T-9STATE**.

- 3.13 Efficient use of Conduit. **AT&T-9STATE** will install Inner-ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-ducts which can reasonably be installed will be determined by **AT&T-9STATE**.

4.0 ADDITIONAL LEGAL REQUIREMENTS

- 4.1 Third Party Property Owners. Licenses granted under this Attachment authorize Sprint to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by **AT&T-9STATE** but do not affect the rights of and owners to control terms and conditions of access to their property.
- 4.1.1 Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of **AT&T-9STATE**'s Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the Owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Sprint's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 4.2 Required Permits, Certificates and Licenses. Sprint shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 4.2.1 Sprint shall not attach or place its Facilities to or in **AT&T-9STATE**'s Poles, Conduit or Duct located on any property for which it or **AT&T-9STATE** has not first obtained all required authorizations.
- 4.2.2 **AT&T-9STATE** shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay **AT&T-9STATE**'s Pre-License Survey work.
- 4.3 Lawful Purposes. All Facilities placed by Sprint in **AT&T-9STATE**'s Conduit and Ducts or on **AT&T-9STATE**'s Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Sprint's Facilities must comply with all applicable

federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Sprint shall not utilize any Facilities occupying or attached to AT&T-9STATE's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5.0 FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any Facilities in AT&T-9STATE's Conduits or Ducts or attaching any Facilities to AT&T-9STATE's Poles, Anchors or Anchor/Guy Strands, Sprint must first apply for and receive a written License from AT&T-9STATE.
- 5.2 Provision of Records and Information to Sprint. In order to obtain information regarding Facilities, Sprint shall make a written request to AT&T-9STATE, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, AT&T-9STATE shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T-9STATE Poles, Conduit and right-of-way located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in Sprint's request. Such copies of records shall be provided to CLEC via courier at the expense of CLEC or otherwise available at the records location center. For AT&T-22STATE requests, the contact information can be found on the AT&T CLEC Online website under Structure Access. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:
- 1) AT&T-9STATE employee Costs based on the time spent researching, reviewing and copying records
 - 2) Copying Costs
 - 3) Shipping Costs
- 5.3 No Warranty of Record Information. Sprint acknowledges that records and information provided by AT&T-9STATE pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right-of-Way. In providing such records and information, AT&T-9STATE assumes no liability to Sprint or any Third Party for errors/omissions contained therein.
- 5.4 Determination of Availability. AT&T-9STATE shall provide Pole, Conduit and right-of-way availability information in response to a request from Sprint which identifies with reasonable specificity the Facilities for which such information is desired. If such request

includes Joint Use Pole(s), AT&T-22STATE shall respond with respect to such Joint Use Pole(s) as to what Make-Ready Work is required for AT&T-22STATE's Facilities only. Notwithstanding any other provision, AT&T-22STATE shall not determine space availability upon any Joint Use Pole(s). Sprint may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and AT&T-9STATE shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter AT&T-9STATE Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to AT&T-9STATE, with an AT&T-9STATE representative present and at Sprint's expense.

- 5.5 Assignment of Conduit, Duct and Poles. AT&T-9STATE shall not unreasonably deny or delay issuance of any License and, in any event, AT&T-9STATE shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.
- 5.5.1 No Make-Ready Work Required. If AT&T-9STATE determines that no Make-Ready Work is required, AT&T-9STATE shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than forty-five (45) calendar days after AT&T-9STATE receives Sprint's Application, which period shall exclude any time AT&T-9STATE is awaiting a response from Licensee.
- 5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by AT&T-9STATE, such Available space shall remain in effect until make-ready Costs are presented to Sprint and approval by Sprint pursuant to the time frames herein stated in 6.2. If Sprint approves AT&T-9STATE's make-ready Costs, Sprint shall have twelve (12) months from the date of issuance of License to install its Facilities. If Sprint rejects AT&T-9STATE's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Sprint elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Sprint shall install its Facilities within twelve (12) months from the date that Sprint informs AT&T-9STATE that Sprint will perform Make-Ready Work. In the event Sprint does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become Available.

6.0 MAKE-READY WORK

- 6.1 Work Performed by AT&T-9STATE. If performed by AT&T-9STATE, Make-Ready Work to accommodate Sprint's Facilities shall be included in the normal work load schedule of AT&T-9STATE with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by AT&T-9STATE in the ordinary course of AT&T-9STATE's business.

- 6.1.1 If Sprint desires Make-Ready Work to be performed on an expedited basis and AT&T-9STATE agrees to perform the work on such a basis, AT&T-9STATE shall recalculate the estimated make-ready charges based upon the expedited timeframes requested. If Sprint accepts AT&T-9STATE's offer, Sprint shall pay such additional charges.
- 6.2 All charges for Make-Ready Work, including work on Joint Use Poles(s), performed by AT&T-9STATE are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T-9STATE. AT&T-9STATE will begin Make-Ready Work required to accommodate Sprint after receipt of Sprint's make ready payment. After receipt of payment, AT&T-22STATE will schedule the work for completion.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by AT&T-9STATE, Sprint at its option may arrange for the performance of such work by a contractor certified by AT&T-9STATE to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T-9STATE in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a contractor to accomplish Make-Ready Work if AT&T-9STATE is likewise precluded from contractor selection under the terms of an applicable joint use agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by AT&T-9STATE.
- 6.4 Completion of Make-Ready Work. AT&T-9STATE will issue a License to Sprint at the time all Make-Ready Work necessary to Sprint's attachment or Occupancy has been completed, but in no event shall the issuance exceed thirty (30) calendar days after completion of Make-Ready Work. AT&T-9STATE agrees to perform Make-Ready Work at parity with itself and in the same timeframe within which AT&T-9STATE would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees.

7.0 APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for a License under this Attachment, Sprint shall submit the appropriate AT&T-9STATE administrative form(s), which can be found on the AT&T CLEC On-Line website, , (two (2) sets of each and either a route map specifically indicating Sprint desired route or engineered drawings are to be included). Sprint has the option of (1) requesting copies of AT&T-9STATE records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Any Joint Use Pole(s) included in such a request shall be included in the records/field survey and Make-Ready Work estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule as set forth below in Section 10. AT&T-

9STATE will process License Applications in the order in which they are received; provided, however, that when Sprint has multiple Applications on file with **AT&T-9STATE**, Sprint may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

- 7.1.1 **AT&T-9STATE** will review a complete Application and in the event of denial, will advise Sprint of such within forty-five (45) calendar days. In the event no denial is made within such forty-five (45) calendar day period, the Application will be deemed accepted.
- 7.1.2 Each Application for a License under this Section shall specify the proposed route of Sprint's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Sprint desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Sprint desires to attach to each Pole.
- 7.1.3 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Sprint will, at its option, perform its own Make-Ready Work. If on the Application Sprint indicates that **AT&T-9STATE** is to perform the Make-Ready Work, **AT&T-9STATE** will provide Sprint with the Make-Ready Work estimate for approval by Sprint at Sprint's option. Sprint may proceed in accordance with section 5.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Sprint may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable sheath. Sprint's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Sprint's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing Facilities of a Third Party, Sprint shall provide **AT&T-9STATE** with reasonable notice, and shall obtain written permission from the Owner of the existing Facilities. If **AT&T-9STATE** determines that the requested Lashing would violate safety or engineering requirements, **AT&T-9STATE** shall provide written notice to Sprint within a reasonable time specifying in detail **AT&T-9STATE**'s findings. If Sprint desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Sprint must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in **AT&T-9STATE**'s Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to **AT&T-9STATE** Poles.
- 7.3 Each Application shall designate an employee as CLEC's single point of contact for any and all purposes of that Application under this Section, including, but not limited to,

processing Licenses and providing records and information. CLEC may at any time designate a new point of contact by giving written Notice of such change while the Application is open.

8.0 PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

- 8.1 Sprint's Priorities. When Sprint has multiple Applications on file with AT&T-9STATE, Sprint shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.
- 8.2 Pre-License Survey. After Sprint has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether AT&T-9STATE's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Sprint's Facilities, without substantially interfering with the ability of AT&T-9STATE or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of AT&T-9STATE's Conduit System or Facilities attached to AT&T-9STATE's Pole or placed within or connected to AT&T-9STATE's Conduit System. If Pre-License Survey is to be conducted by AT&T-9STATE, AT&T-9STATE will provide Sprint a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. AT&T-9STATE will submit to Sprint Costs to complete the Pre-License Survey; after receipt of Sprint's payment of Pre-License Survey Costs, AT&T-9STATE will schedule the survey. AT&T-9STATE agrees to perform Pre-License Survey Work at parity with itself and in the same timeframe within which AT&T-9STATE would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees. If Sprint gives its prior written consent in writing, the determination of Duct availability may include the "rodding" of Ducts at Sprint's expense.
- 8.2.1 The purpose of the Pre-License Survey is to determine whether Sprint's proposed attachments to AT&T-9STATE's Poles or Occupancy of AT&T-9STATE's Conduit and Ducts will substantially interfere with use of AT&T-9STATE's Facilities by AT&T-9STATE and others with Facilities occupying, connected or attached to AT&T-9STATE's Pole or Conduit System to determine what Make-Ready Work is required to accommodate CLEC's Facilities on AT&T-22STATE's Poles, Joint Use Pole(s), or Conduit, Duct, or ROW and the cost associated with AT&T-22STATE performing such Make-Ready Work and to provide information to Sprint for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

- 8.2.2 Based on information provided by AT&T-9STATE, Sprint shall determine whether AT&T-9STATE's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Sprint's needs.
- 8.2.3 AT&T-9STATE may not unreasonably refuse to continue to process an Application based on AT&T-9STATE's determination that Sprint's proposed use of AT&T-9STATE's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. In the case of a dispute, the parties shall submit the issue for resolution pursuant to the procedures set forth for Dispute Resolution General Terms and Conditions, of this Agreement. Sprint shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Sprint acknowledges that AT&T-9STATE is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of AT&T-9STATE's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of AT&T-9STATE and/or other licensed Facilities) will be performed by AT&T-9STATE at Sprint's expense. Anything to the contrary herein notwithstanding, AT&T-9STATE shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9.0 ISSUANCE OF LICENSES

- 9.1 Obligation to Issue Licenses. AT&T-9STATE shall issue a License to Sprint pursuant to this 9.1. AT&T-9STATE and Sprint acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T-9STATE's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such License and further subject to Sprint's right to terminate such License at any time for any reason upon at least thirty (30) calendar days' prior written notice.
- 9.2 Multiple Applications. Sprint acknowledges that multiple parties including AT&T-9STATE may seek to place their Facilities in AT&T-9STATE's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required

to prepare AT&T-9STATE's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and AT&T-9STATE may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9.2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Sprint's submission of written authorization for Make-Ready Work shall also constitute Sprint's agreement to pay additional Cost-based charges, if any, for completed Make Ready Work; provided, however, to the extent AT&T-9STATE is also utilizing the facility and to the extent any modification is used to bring the Facilities into compliance with any applicable safety or other governmental requirement or to perform any necessary repairs, AT&T-9STATE will be responsible for its share of the modification Cost.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Sprint shall make arrangements with the Owners of other Facilities located in or connected to AT&T-9STATE's Conduit System or attached to AT&T-9STATE's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Sprint's Facilities in or to AT&T-9STATE's structures.

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9.6 License. When Sprint's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, AT&T-9STATE will execute and return a signed authorization to Sprint, as appropriate, authorizing Sprint to attach or place the specified Facilities on AT&T-9STATE's Poles or in AT&T-9STATE's Conduit or Ducts.

9.6.1 Each License issued under this Section shall authorize Sprint to attach to AT&T-9STATE's Poles or place or maintain in AT&T-9STATE's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10.0 CONSTRUCTION OF SPRINT'S FACILITIES

10.1 Construction Schedule. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting

Sprint to attach Facilities to AT&T-9STATE's Poles or place Facilities in AT&T-9STATE's Conduit or Ducts, Sprint shall provide AT&T-9STATE with an updated construction schedule and shall thereafter keep AT&T-9STATE informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's Facilities in AT&T-9STATE's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Sprint places Facilities in AT&T-9STATE's Conduit System:
 - 10.2.1 Sprint shall give written notice of the type of Facilities which are to be placed; and
 - 10.2.2 AT&T-9STATE shall designate the particular Duct or Ducts or Inner-ducts (if Available) to be occupied by Sprint's Facilities, the location and manner in which Sprint's Facilities will enter and exit AT&T-9STATE's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by AT&T-9STATE to occupy the Conduit System. Sprint may not occupy a Duct other than the specified Duct without the express written consent of AT&T-9STATE. AT&T-9STATE shall provide to Sprint space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is Available.
- 10.3 AT&T-9STATE Not Responsible for Constructing or Placing Facilities. AT&T-9STATE shall have no obligation to construct any Facilities for Sprint or to attach Sprint's Facilities to, or place Sprint's Facilities in, AT&T-9STATE's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Sprint Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Sprint and AT&T-9STATE, Sprint shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in AT&T-9STATE's Poles, Conduit or Ducts at Sprint's sole Cost and expense. Sprint shall be solely responsible for paying all persons and entities who provide materials,

labor, access to real or personal property, or other goods or services in connection with the construction and placement of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on AT&T-9STATE's Pole, in any part of AT&T-9STATE's Conduit System or in the vicinity of AT&T-9STATE's Poles or Conduit System.

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10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Sprint shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Sprint shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Sprint shall satisfy all legal requirements set forth above in this Agreement.

10.5.3 Sprint shall not permit any Person Acting on Sprint's Behalf to perform any work on AT&T-9STATE's Poles or within AT&T-9STATE's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Sprint or any person working on Sprint's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Sprint shall notify AT&T-9STATE of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Sprint shall provide AT&T-9STATE with information to reasonably assure AT&T-9STATE that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. AT&T-9STATE shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Sprint's Facilities. When the Facilities of more than one applicant are involved, AT&T-9STATE will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 CLEC power supply units shall be located in accordance with the National Electrical Safety Code and the Telcordia Blue Book, Manual of Constructions Procedures as referenced in Section 3.

10.9 AT&T-9STATE will evaluate and approve in its sole discretion, on an individual case basis, the location of certain pole mounted equipment, such as cabinets, amplifiers and wireless equipment including but not limited to antennas. The approval and location of such attachments are dependent upon factors including but not limited to climbing space requirements and the types of existing attachments.

- 10.10 CLEC shall hold AT&T-9STATE harmless and indemnify AT&T-9STATE for damages to itself or Third Parties in accordance with the General Terms and Conditions of this Agreement, that result from the operation or maintenance of CLEC's attachments, including but not limited to power supplies, antennas, cabinets and wireless equipment.
- 10.11 Manhole and Conduit Break-Outs. Sprint shall be permitted to add Conduit ports to AT&T-9STATE Manholes when existing Conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.12 Completion of Licensee Construction. For each Sprint attachment to or Occupancy within AT&T-9STATE Facilities, Sprint will provide to AT&T-9STATE's single-point of contact (within 60 calendar days of Sprint construction-complete date) a complete set of actual placement drawings for posting to AT&T-9STATE records.

11.0 USE AND ROUTINE MAINTENANCE OF SPRINT'S FACILITIES

- 11.1 Use of Sprint's Facilities. Each License granted under this Section authorizes Sprint to have access to Sprint's Facilities on or in AT&T-9STATE's Poles, Conduits and Ducts as needed for the purpose of serving Sprint's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.
- 11.2 Routine Maintenance of Sprint's Facilities. Each License granted under this Section authorizes Sprint to engage in routine maintenance of Sprint's Facilities located on or in AT&T-9STATE's Poles, Conduits, Ducts and ROW pursuant to such License. Sprint shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Sprint shall give reasonable notice to AT&T-9STATE before performing any work, whether or not of a routine nature, in AT&T-9STATE's Conduit System.
- 11.3 Sprint Responsible for Maintenance of Sprint's Facilities. Sprint shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on AT&T-9STATE's Poles, within AT&T-9STATE's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 AT&T-9STATE Not Responsible for Maintaining Sprint's Facilities. AT&T-9STATE shall have no obligation to maintain any Facilities which Sprint has attached or connected to, or placed in, AT&T-9STATE's Poles, Conduits, Ducts or any portion of AT&T-9STATE's Conduit System, except to the extent expressly provided by the provisions of

this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 11.5 Information Concerning the Maintenance of Sprint's Facilities. Promptly after the issuance of a License permitting Sprint to attach Facilities to, or place Facilities in AT&T-9STATE's Poles, Conduits or Ducts, Sprint shall provide AT&T-9STATE with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's Facilities, and shall thereafter notify AT&T-9STATE of changes to such information. The manager responsible for routine maintenance of Sprint's Facilities shall, on AT&T-9STATE's request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on AT&T-9STATE's request, provide such additional documentation relating to the maintenance of Sprint's Facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this Section and Licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Sprint's Facilities. All personnel authorized to have access to Sprint's Facilities shall, while working on AT&T-9STATE's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any AT&T-9STATE employee, produce such identification.

12.0 MODIFICATION AND REPLACEMENT OF SPRINT'S FACILITIES

- 12.1 Notification of Planned Modification or Replacement of Facilities. Sprint shall, when practicable, notify AT&T-9STATE in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to an AT&T-9STATE Pole, Anchor or Anchor/Guy Strand or located in any AT&T-9STATE Conduit or Duct. The notice shall contain sufficient information to enable AT&T-9STATE to determine whether the proposed addition, relocation, replacement, or modification is permitted under Sprint's present License or requires a new or amended License.
- 12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:
- 12.2.1 Requires that Sprint use additional space on AT&T-9STATE's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, Inner-ducts, or substantial space in any hand hole or Manhole) on either a temporary or permanent basis; or
- 12.2.2 Results in the size or location of Sprint's Facilities on AT&T-9STATE's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Sprint's present License (e.g. different Duct or size increase causing a need to recalculate storm loadings, guying, or Pole class).

13.0 REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

- 13.1 Make-Ready Work at the Request of Sprint. If, prior to the issuance of a License, Sprint determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Sprint's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for AT&T-9STATE or any other person or entity to rearrange existing Facilities or structures to accommodate Sprint, Sprint shall promptly advise AT&T-9STATE of the Make-Ready Work it believes necessary to enable the accommodation of Sprint's Facilities.
- 13.1.1 AT&T-9STATE shall determine, in the exercise of sound engineering judgment, whether or what Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, AT&T-9STATE shall endeavor to minimize its Costs to Sprint. If it is determined that such Make-Ready Work is required, AT&T-9STATE shall provide Sprint with the estimated Cost for Make-Ready Work within thirty (30) calendar days of such determination.
- 13.1.2 Sprint shall be solely responsible for negotiating with persons or entities other than AT&T-9STATE for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of AT&T-9STATE and/or other Licensees as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from AT&T-9STATE, AT&T-9STATE shall issue such Licenses in conjunction with the issuance of the applied-for License to Sprint. In the event Sprint encounters problems with Licensees failing to rearrange said Facilities in a timely manner AT&T-9STATE will request that Licensee rearrange its Facilities at Sprint's expense.
- 13.2 Rearrangement of Sprint's Facilities at AT&T-9STATE's Request. Sprint acknowledges that, from time to time, it may be necessary or desirable for AT&T-9STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by AT&T-9STATE's business needs or authorized Application of another entity seeking access to AT&T-9STATE's Poles or Conduit Systems. Sprint agrees that Sprint will, upon AT&T-9STATE's request, and at AT&T-9STATE's expense, but at no Cost to Sprint, participate with AT&T-9STATE (and other Licensees) in the relocation, reconstruction, or modification of AT&T-9STATE's Conduit System or Facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for AT&T-9STATE to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Sprint shall, upon AT&T-9STATE's request, participate with AT&T-9STATE (and other Licensees) in the relocation, reconstruction, or modification of AT&T-9STATE's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

- 13.2.1 Sprint shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Sprint customer.
- 13.2.2 If Sprint fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T-9STATE in writing, AT&T-9STATE may perform such rearrangements with written notice to Sprint, and Sprint shall reimburse AT&T-9STATE for actual Costs and expenses incurred by AT&T-9STATE in connection with the rearrangement of Sprint's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T-9STATE's business needs.

14.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Responsibility for Emergency Repairs; Access to Maintenance Duct:

- 14.1.1 In general, each Party shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 14.1.2 Nothing contained in this Appendix shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's Facilities or the Facilities of joint users.
- 14.1.3 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with Facilities in the Conduit section in which the maintenance Duct is located; provided, however, that an entity using the maintenance Duct for emergency repair activities will notify AT&T-22STATE within twelve (12) hours of the current Business Day (or first Business Day following a non-business day) that such entity is entering the AT&T-22STATE Conduit system and using the maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be included to be assigned to the user of the Duct and an occupancy permit issued.
- 14.1.4 The Attaching Party shall either vacate the maintenance Duct within thirty (30) calendar days or, with AT&T-22STATE's consent, rearrange its Facilities to ensure that at least one full-sized replacement maintenance Duct (or, if the designated maintenance Duct was

an inner-Duct, a suitable replacement inner-Duct) is available for use by all occupants in the Conduit section within thirty (30) calendar days after such Attaching Party occupies the maintenance Ducts. If Attaching Party fails to vacate the maintenance Duct as described above, AT&T-22STATE may install a maintenance conduit at the Attaching Party's expense.

14.2 Designation of Emergency Repair Coordinators and Other Information:

14.2.1 For each AT&T-22STATE construction district, Attaching Party shall provide AT&T-22STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's Facilities and shall thereafter notify AT&T-22STATE of changes to such information.

14.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations:

14.3.1 When notice and coordination are practicable, AT&T-22STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

14.3.2 Emergency service restoration work requirements shall take precedence over other work operations.

14.3.3 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

14.3.4 AT&T-22STATE shall determine the order of precedence of work operations and assignment of Duct space in the maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach consensus provided, however, that these decisions shall be made by AT&T-22STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.

14.4 Emergency Pole Replacements

14.4.1 When emergency pole replacements are required, AT&T-22STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a

timely manner.

14.4.2 If notified by AT&T-22STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its Facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-22STATE replacement pole, the transfer shall be in accordance with AT&T-22STATE's placement instructions.

14.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-22STATE and thereby authorize AT&T-22STATE (or any Other User sharing the pole with AT&T-22STATE) to perform such emergency-necessitated transfers (and associated Facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

14.5 Expenses Associated with Emergency Repairs:

14.5.1 Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own Facilities and transfers or rearrangements of such Facilities associated with emergency pole replacements made in accordance with the provisions of this article.

14.5.2 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's Facilities.

14.5.3 Attaching Party shall reimburse AT&T-22STATE for the Costs incurred by AT&T-22STATE for work performed by AT&T-22STATE on Attaching Party's behalf in accordance with the provisions of this article.

15.0 INSPECTION BY AT&T-9STATE OF SPRINT'S FACILITIES

15.1 AT&T-22STATE may monitor, at CLEC's expense, the entrance and exit of CLEC's Facilities into AT&T-22STATE's Manholes and the placement of CLEC's Facilities in AT&T-22STATE's Manholes.

15.2 Post-Construction Inspections:

15.2.1 AT&T-22STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of Facilities to AT&T-22STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-22STATE will provide the Attaching Party advance written Notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-22STATE on the post-construction inspection.

15.3 Periodic or Spot Inspections:

- 15.3.1 AT&T-22STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all Facilities attached to AT&T-22STATE's Structure. Periodic Inspections will not be made more often than once every two (2) years, unless in AT&T-22STATE's judgment, such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.
- 15.3.2 AT&T-22STATE will give CLEC advance written Notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written Notice has been forwarded to CLEC.
- 15.3.3 Such inspections shall be conducted at AT&T-22STATE's expense; provided, however, that CLEC shall bear the Costs of inspections as delineated in Sections 0 above and 0 above.
- 15.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-22STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 15.3.5 If the inspection reflects that Attaching Party's Facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its Facilities into compliance within thirty (30) calendar days after being notified of such noncompliance. If any make ready or modification work to AT&T-22STATE's Structures is required to bring Attaching Party's Facilities into compliance, the Attaching Party shall provide Notice to AT&T-22STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, Facilities must be brought into compliance upon notification.
- 15.4 Neither the act of inspection by AT&T-22STATE of CLEC's Facilities nor any failure to inspect such Facilities shall operate to impose on AT&T-22STATE any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.
- 15.5 Notice of Noncompliance:
- 15.5.1 If, at any time, AT&T-22STATE determines that Attaching Party's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T-22STATE may send written Notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the Notice as soon as practicable. If Attaching Party does not dispute AT&T-

22STATE's assertion that such Facilities are not in compliance, Attaching Party agrees to provide AT&T-22STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-22STATE in writing when the Facilities have been brought into compliance.

15.6 Disputes over Alleged Noncompliance:

15.6.1 If Attaching Party disputes AT&T-22STATE's assertion that Attaching Party's Facilities are not in compliance, Attaching Party shall notify AT&T-22STATE in writing of the basis for Attaching Party's assertion that its Facilities are in compliance.

15.7 Failure to Bring Facilities into Compliance:

15.7.1 If Attaching Party has not brought the Facilities into compliance within a reasonable time or provided AT&T-22STATE with proof sufficient to persuade AT&T-22STATE that AT&T-22STATE erred in asserting that the Facilities were not in compliance, and if AT&T-22STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-22STATE's Facilities or those of other users, AT&T-22STATE may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix.

15.8 Correction of Conditions by AT&T-22STATE:

15.8.1 If AT&T-22STATE elects to bring Attaching Party's Facilities into compliance, the provisions of this section shall apply.

15.8.2 AT&T-22STATE will, whenever practicable, notify CLEC in writing before performing such work. The written Notice shall describe the nature of the work to be performed and AT&T-22STATE's schedule for performing the work.

15.8.3 If Attaching Party's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-22STATE Manhole, AT&T-22STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-22STATE does not reattach Attaching Party's Facilities, AT&T-22STATE shall endeavor to arrange with Attaching Party for the reattachment of any Facilities affected.

15.8.4 AT&T-22STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such Notice, Attaching Party shall inspect the Facilities and take such steps as Attaching Party may deem necessary to insure that the Facilities meet Attaching Party's performance requirements.

15.8.5 Attaching Party to Bear Expenses:

- 15.8.5.1 Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

16.0 NOTICE OF NONCOMPLIANCE

- 16.1 Notice of Noncompliance. If, at any time, AT&T-9STATE determines that Sprint's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T-9STATE may send written notice to Sprint specifying the alleged non-compliance. Sprint agrees to acknowledge receipt of the notice as soon as practicable. If Sprint does not dispute AT&T-9STATE's assertion that such Facilities are not in compliance, Sprint agrees to provide AT&T-9STATE with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify AT&T-9STATE in writing when the Facilities have been brought into compliance.
- 16.2 Disputes over Alleged Noncompliance. If Sprint disputes AT&T-9STATE's assertion that Sprint's Facilities are not in compliance, Sprint shall notify AT&T-9STATE in writing of the basis for Sprint's assertion that its Facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Sprint has not brought the Facilities into compliance within a reasonable time or provided AT&T-9STATE with proof sufficient to persuade AT&T-9STATE that AT&T-9STATE erred in asserting that the Facilities were not in compliance, and if AT&T-9STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-9STATE's Facilities or those of other users, AT&T-9STATE may, at its option and Sprint's expense, take such non-service affecting steps as may be required to bring Sprint's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by AT&T-9STATE. If AT&T-9STATE elects to bring Sprint's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 AT&T-9STATE will, whenever practicable, notify Sprint in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T-9STATE's schedule for performing the work.
- 16.4.2 If Sprint's Facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T-9STATE Manhole, AT&T-9STATE may, at Sprint's expense, reattach them but shall not be obligated to do so. If AT&T-9STATE does not reattach Sprint's Facilities, AT&T-9STATE shall endeavor to arrange with Sprint for the reattachment of any Facilities affected.

16.4.3 **AT&T-9STATE** shall, as soon as practicable after performing the work, advise Sprint in writing of the work performed or action taken. Upon receiving such notice, Sprint shall inspect the Facilities and take such steps as Sprint may deem necessary to insure that the Facilities meet Sprint's performance requirements.

16.5 Sprint to Bear Expenses. Sprint shall bear all expenses arising out of or in connection with any work performed to bring Sprint's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint. Disputes between the parties concerning charges by **AT&T-9STATE** to Sprint pursuant to Section 16.3 of this Attachment shall be resolved in accordance with the procedures set forth for Dispute Resolution in the General Terms and Conditions of this Agreement.

16.6 Disputes over Alleged Noncompliance:

16.6.1 If CLEC disputes **AT&T-22STATE**'s assertion that CLEC's Facilities are not in compliance, CLEC shall notify **AT&T-22STATE** in writing of the basis for CLEC's assertion that its Facilities are in compliance.

17.0 UNAUTHORIZED OCCUPANCY OR UTILIZATION OF AT&T-9STATE'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Sprint's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, **AT&T-9STATE**, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Sprint to submit in writing, within thirty (30) calendar days after receipt of written notification from **AT&T-9STATE** of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by **AT&T-9STATE** within the specified time period, Sprint may be required at **AT&T-9STATE**'s option to remove its unauthorized attachment or Occupancy within sixty (60) calendar days of the final date for submitting the required Application, or **AT&T-9STATE** may at **AT&T-9STATE**'s option remove Sprint's Facilities without liability, and the expense of such removal shall be borne by Sprint. Charges for any such unauthorized Occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on **AT&T-9STATE**'s Poles or in **AT&T-9STATE**'s Conduit System if Sprint provides reasonable documentation of such placement. If Sprint is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in General Terms and Conditions of this Agreement.

- 17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately for unauthorized Pole attachments or Conduit Occupancy, whether or not Sprint is permitted to continue such unauthorized Pole attachment or Conduit System Occupancy. See Appendix I for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by AT&T-9STATE with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by AT&T-9STATE of any of its rights or privileges under this Agreement or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this attachment in regard to said unauthorized use from its inception.
- 17.4 Tagging of Facilities and Unauthorized Attachments:
 - 17.4.1 Facilities to Be Marked:
 - 17.4.1.1 Attaching Party shall tag or otherwise mark all of Attaching Party's Facilities placed on or in AT&T-22STATE's Structure in a manner sufficient to identify the Facilities as those belonging to the Attaching Party.
 - 17.4.2 Removal of Untagged Facilities:
 - 17.4.2.1 AT&T-22STATE may, without notice to any person or entity, remove from AT&T-22STATE's poles or any part of AT&T-22STATE's Conduit System the Attaching Party's Facilities, if AT&T-22STATE determines that such Facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-22STATE's poles or in AT&T-22STATE's Conduit System.
- 17.5 Notice to Attaching Party:
 - 17.5.1 If any of Attaching Party's Facilities for which no occupancy permit is presently in effect are found attached to AT&T-22STATE's Poles or Anchors or within any part of AT&T-22STATE's Conduit System, AT&T-22STATE, without prejudice to other rights or remedies available to AT&T-22STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written Notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the Facilities. Within thirty (30) calendar days after receiving a Notice, Attaching Party shall acknowledge receipt of the Notice by

submitting to AT&T-22STATE, in writing, an Application for a new or amended Occupancy permit with respect to such Facilities.

17.6 Approval of Request and Retroactive Charges:

17.6.1 If AT&T-22STATE approves Attaching Party's Application for a new or amended Occupancy permit, Attaching Party shall be liable to AT&T-22STATE for all fees and charges associated with the unauthorized attachments as specified in the Pricing Schedule to this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise.

17.6.2 Attachment and Occupancy fees and charges shall continue to accrue until the unauthorized Facilities are removed from AT&T-22STATE's Poles, Conduit System or ROW or until a new or amended Occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-22STATE licensing requirements. Such fees and charges shall be due and payable thirty (30) calendar days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized Attachment and/or Occupancy fee as specified in the Pricing Schedule to this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized Facilities at AT&T-22STATE's request to comply with applicable placement standards, shall remove its Facilities from any space occupied by or assigned to AT&T-22STATE or another Other User, and shall pay AT&T-22STATE for all Costs incurred by AT&T-22STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized Facilities.

17.7 Removal of Unauthorized Attachments:

17.7.1 If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized Facilities within the specified period of time, AT&T-22STATE shall by written Notice advise Attaching Party to remove its unauthorized Facilities not less than thirty (30) calendar days from the date of Notice and Attaching Party shall remove the Facilities within the time specified in the Notice. If the Facilities have not been removed within the time specified in the Notice, AT&T-22STATE may, at AT&T-22STATE's option, remove Attaching Party's Facilities at Attaching Party's expense.

17.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-22STATE's Facilities:

17.8.1 No act or failure to act by AT&T-22STATE with regard to any unauthorized Attachment or Occupancy or unauthorized use of AT&T-22STATE's Structure shall be deemed to constitute a ratification by AT&T-22STATE of the unauthorized Attachment or

Occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized Pole attachments or Conduit Occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized Facilities.

17.8.2 Nothing contained in the Appendix or any License issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

17.9 Prompt Payment of Applicable Fees and Charges:

17.9.1 Fees and charges for Pole Attachments and Conduit System Occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the Pole Attachment or Conduit Occupancy. See the Pricing Schedule for applicable annual rental fees.

17.10 No Implied Waiver or Ratification of Unauthorized Use:

17.10.1 No act or failure to act by AT&T-22STATE with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by AT&T-22STATE of any of its rights or privileges under this Appendix or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Appendix in regard to said unauthorized use from its inception.

18.0 REMOVAL OF SPRINT'S FACILITIES

18.1 Pole Attachments. Sprint, at its expense, will remove its attachments from any of AT&T-9STATE's Poles within thirty (30) calendar days after termination of the License covering such attachments or as mutually agreed to between AT&T-9STATE and Sprint. If Sprint fails to remove its attachments within such thirty (30) calendar day period or as mutually agreed to between AT&T-9STATE and Sprint, AT&T-9STATE shall have the right to remove such attachments at Sprint's expense and without any liability on the part of AT&T-9STATE for damage or injury to Sprint's attachments unless caused by the negligence or intentional misconduct of AT&T-9STATE.

18.2 Conduit Occupancy. Sprint, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) calendar days after:

18.2.1 Termination of the License covering such Conduit Occupancy; or

18.2.2 The date Sprint replaces its existing Facilities in one Duct with substitute Facilities in another Duct.

18.2.3 In the event that Sprint elected to have unused or abandoned Facilities removed pursuant to section 2.8.4 of this Attachment, Sprint shall not be required to remove its Facilities

from such Conduit System as required by section 18.1 to the extent such Sprint Facilities are of a similar quantity and nature to the Facilities removed. In such event, Sprint will be required to tag or otherwise physically identify the Facilities as abandoned or having been removed from service by Sprint.

- 18.2.4 If Sprint fails to remove its Facilities within the specified period, AT&T-9STATE shall have the right to remove such Facilities at Sprint's expense and without any liability on the part of AT&T-9STATE for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of AT&T-9STATE.
- 18.3 Continuing Responsibility for Fees and Charges. Sprint shall remain liable for and pay to AT&T-9STATE all fees and charges pursuant to provisions of this attachment until all of Sprint's Facilities are physically removed from AT&T-9STATE's Poles or Conduit System.
- 18.4 When Applicant no longer intends to occupy space on an AT&T-22STATE Pole or in an AT&T-22STATE Duct or Conduit, Applicant will provide written notification to AT&T-22STATE that it wishes to terminate the Occupancy permit with respect to such space and will remove its Facilities from the space described in the Notice. Upon removal of Applicant's Facilities, the Occupancy permit shall terminate and the space shall be available for reassignment.
- 18.4.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its Facilities from AT&T-22STATE's Structure.
- 18.4.2 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its Facilities, plug all previously occupied Ducts at the entrances to AT&T-22STATE's Manholes.
- 18.4.3 Applicant shall be solely responsible for the removal of its own Facilities from AT&T-22STATE's Structure.
- 18.5 At AT&T-22STATE's request, Attaching Party shall remove from AT&T-22STATE's Structure any of Attaching Party's Facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-22STATE that an Attaching Party's Facility is in active service. Attaching Party shall not abandon any of its Facilities by leaving such Facilities on or in AT&T-22STATE's Structure.
- 18.6 Removal Following Termination of Occupancy Permit:
- 18.6.1 Attaching Party shall remove its Facilities from AT&T-22STATE's Poles, Ducts, Conduits, or ROW within thirty (30) calendar days after termination of the Occupancy permit.
- 18.7 Removal Following Replacement of Facilities:

18.7.1 Attaching Party shall remove Facilities no longer in service from AT&T-22STATE's Structures within thirty (30) calendar days after the date Attaching Party replaces existing Facilities on a Pole or in a Conduit with substitute Facilities on the same Pole or in the same Conduit.

18.8 Removal to Avoid Forfeiture:

18.8.1 If the presence of Attaching Party's Facilities on or in AT&T-22STATE's Structure would cause a forfeiture of the rights of AT&T-22STATE to occupy the property where such Structure is located, AT&T-22STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its Facilities within such time as may be required to prevent such forfeiture. AT&T-22STATE will give Attaching Party not less than thirty (30) calendar days from the date of Notice to remove Attaching Party's Facilities unless prior removal is required to prevent the forfeiture of AT&T-22STATE's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with Third Party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's Facilities.

18.9 Removal of Facilities by AT&T-22STATE; Notice of Intent to Remove:

18.9.1 If Attaching Party fails to remove its Facilities from AT&T-22STATE's Structure in accordance with the provisions of Sections 19.1-19.5 of this Appendix, AT&T-22STATE may remove such Facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-22STATE shall give Attaching Party not less than thirty (30) calendar days prior written Notice of its intent to remove Attaching Party's Facilities pursuant to this Section.

18.10 Removal of Facilities by AT&T-22STATE:

18.10.1 If AT&T-22STATE removes any of Attaching Party's Facilities pursuant to this article, Attaching Party shall reimburse AT&T-22STATE for AT&T-22STATE's Costs in connection with the removal, storage, delivery, or other disposition of the removed Facilities.

19.0 FEES, CHARGES, AND BILLING

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders:

- 19.1.1 All rates, charges and fees outlined in this Appendix will be set forth in the Pricing Schedule. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and Commission orders.
- 19.2 Changes to Rates, Charges and Fees:
- 19.2.1 Subject to applicable federal and state laws, rules, regulations and orders, **AT&T-22STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **AT&T-22STATE** will provide the Attaching Party sixty (60) calendar days written Notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the Notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.
- 19.3 Notice of Rate and Computation of Charges:
- 19.3.1 On or about November 1 of each year, **AT&T-22STATE** will notify CLEC by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Appendix. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for Attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.
- 19.4 Rate “True-Up”:
- 19.4.1 The Parties agree that the fees reflected as interim herein shall be “trued-up” (up or down) based on final fees either determined by further agreement or by an effective order, in a proceeding involving **AT&T-22STATE** before the Commission, in the state which CLEC has either attached to or occupied **AT&T-22STATE** structures (ROW, Conduits, Ducts, and/or Poles).
- 19.4.2 Under the “True-Up” process, the interim fees for each structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total interim amount paid (“Total Interim Price”). The final fees for that structure shall be multiplied by the volume of that structure either attached to or occupied by CLEC to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC shall pay the difference to **AT&T-22STATE**. If the Total Final Price is less than the Total Interim Price, **AT&T-22STATE** shall pay the difference to CLEC.
- 19.5 Each Party shall keep its own records upon which a “True-Up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the

Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “True-Up,” the Parties agree to follow the Dispute Resolution Process in the General Terms & Conditions to this Agreement.

20.0 ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by AT&T-9STATE, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Sprint's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from AT&T-9STATE.

20.2 Imputation. AT&T-9STATE shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21.0 Indemnification

21.1 In addition to the Indemnification clauses in the General Terms & Conditions to this Agreement, the following shall apply to this Attachment:

21.1.1 AT&T-22STATE shall exercise precaution to avoid damaging the Facilities of CLEC and shall make an immediate report to CLEC of the occurrence of any such damage caused by its employees, agents or contractors. AT&T-22STATE agrees to reimburse CLEC for all reasonable Costs incurred by CLEC for the physical repair of such Facilities damaged by the negligence of AT&T-22STATE, its employees, agents, contractors, subcontractors or invitees. However, AT&T-22STATE shall not be liable to CLEC for any interruption of CLEC's service or for interference with the operation of CLEC's Facilities, or for any special, indirect, or consequential damages arising in any manner, including AT&T-22STATE's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or AT&T-22STATE's actions or omissions in regard thereto and CLEC shall indemnify and save harmless AT&T-22STATE from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.

21.1.2 CLEC shall exercise precaution to avoid damaging the Facilities of AT&T-22STATE and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by

CLEC's employees, agents or contractors. CLEC agrees to reimburse AT&T-22STATE for all reasonable Costs incurred by AT&T-22STATE for the physical repair of such Facilities damaged by the negligence of CLEC.

- 21.1.3 CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by AT&T-22STATE, AT&T-22STATE's other CLECs and Joint User(s) as a result of acts by the CLEC, its employees, agents or contractors, including but not limited to the Costs of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of ROW or property owner consents and/or the Costs of defending those rights and/or consents.
- 21.1.4 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees and agents, AT&T-22STATE's other CLECs, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of CLEC's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the CLEC's employees, agents or contractors in the vicinity of AT&T-22STATE's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 21.1.5 The CLEC shall indemnify, protect and save harmless AT&T-22STATE, its directors, officers, employees, and agents, AT&T-22STATE's other CLECs, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of CLEC's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of CLEC's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 21.1.6 CLEC shall promptly advise AT&T-22STATE of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the CLEC's Facilities. CLEC shall promptly notify AT&T-22STATE in writing of any suits or causes of action which may involve AT&T-22STATE and, upon the request of AT&T-22STATE copies of all relevant accident reports and statements

made to CLEC's insurer by CLEC or others shall be furnished promptly to **AT&T-22STATE**.

Attachment 9

Performance Measurements

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ATTACHMENT 9 – PERFORMANCE MEASUREMENTS

BellSouth will follow the rulings of the state regulatory commissions pertaining to performance measurements and enforcement mechanisms that are now in effect or that become effective after execution of this Agreement. In the interim, the regional BellSouth Service Quality Measurements (SQM) document as posted on the BellSouth website will be followed in all states except Tennessee. In Tennessee, the attached SQM will be followed until superceded by a Tennessee Regulatory Authority ordered Tennessee specific SQM that shall be implemented without amendment to this Agreement.

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-9STATE 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-9STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plans(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-9STATE has discriminated in the provision of any facilities or services under Section 251 or 252, or has violated any state or federal law or regulation. AT&T-9STATE'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-9STATE'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-9STATE'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

2.1.1 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

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implementation of AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.

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PRICING SCHEDULE

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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-22STATE 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

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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-22STATE 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-22STATE 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-22STATE 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

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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-22STATE 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-22STATE 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-22STATE 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-22STATE'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-22STATE's current generic contract rate for the product or service set forth in AT&T-22STATE's applicable state-specific generic Pricing Sheet 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-22STATE 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-22STATE 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-22STATE'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-22STATE's right to charge and collect payment for such products and/or services.
- 1.4.6 Where the rate for an AT&T-22STATE 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-22STATE for that Interconnection Service and incorporated into AT&T-22STATE's current state-specific Generic Pricing Sheet 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-22STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-22STATE shall provide Written Notice to CLEC of the application of the rate, price or charge that has been established, and

Legend:

AT&T bold underline

Sprint bold italics

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-22STATE 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-22STATE'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-22STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

- 1.6.1 Unless otherwise identified in the Pricing Sheet, 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-22STATE 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-22STATE 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-22STATE, without any facilities rearrangements to AT&T-22STATE'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-22STATE to process a request for installation, disconnection, rearrangement, change, or record order.
- 1.7.5 In some cases, Commissions have ordered AT&T-22STATE 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-22STATE, regardless of whether or not a disconnect order is issued by CLEC.
- 1.7.6 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.
- 1.7.7 Loop Zone charges are defined in the Price Sheet contained herein.

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
RESALE APPLICABLE DISCOUNTS															
	Residence %					16.00									
	Business %					16.00									
	CSAs %					16.00									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEc	3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES															
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000044									
	ODUF: Message Processing, per message					0.002446									
	ODUF: Message Processing, per Magnetic Tape provisioned					35.54									
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.229779									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch					179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE															
	Recording of DA Custom Branded Announcement					3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00									
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
	Loading of DA per Switch per OCN					16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00								
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://wholesale.att.com/															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
NOTE: (3) OSS - Manual Service Order Charge, Per Element - Please see applicable rate element for SOMAN charge															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR)				SOMEc	3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															

Pricing Sheet - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																	
		Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
		Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29									
		Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		31.99	20.02	10.65	1.41						
		Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		36.52	36.52								
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
		Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		31.99	20.02	10.65	1.41						
		Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		36.52	36.52								
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES�		23.42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESР		24.82	4.70								
		Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		75.06	48.20								
		Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32

Pricing Sheet - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		23.42	3.30					20.35	10.54	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		24.82	4.70							
2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32
4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		23.42	3.30							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		24.82	4.70							
2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		34.29									
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		24.82	4.70								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.23	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		24.82	4.70								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		24.82	4.70								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						

Pricing Sheet - Tennessee																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DSO)			NTCUD	URES		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			NTCUD	URESP		24.82	4.70								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCDD1	OCOSL		34.29									
MAINTENANCE OF SERVICE																
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCXS, UNCVX, ULS	MVVB		80.00	55.00								
	Maintenance of Service Charge, Basic Time, per half hour															
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCXS, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Overtime, per half hour															
				UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCDD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCXS, UNCVX, ULS	MVVPT		100.00	75.00								
	Maintenance of Service Charge, Premium, per half hour															
LOOP MODIFICATION																
Service Order charges will only apply once per Loop																

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40							
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40							
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44							
SUB-LOOPS															
Sub-Loop Distribution															
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52							
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52							
Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82							
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82							
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74							
Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE															
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00								
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF		0.00								
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00								
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00								
LOOP MAKE-UP															
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32
LINE SPLITTING															
END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation CLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32
END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	53.40	21.61	6.70	6.70			0.00	0.00	0.00
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		50.57	20.06					0.00	0.00	0.00
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32
PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00
VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone															
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3562									
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.34									
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01
UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF	1L5DF	28.74									
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF	UDF14		1,121.00	153.19	580.26	357.17					
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
DS3/UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19									
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01
ENHANCED EXTENDED LINK (EELs)															
Network Elements Used in Combinations															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42	
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42	
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42	
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	161.74	79.87	24.88			18.98	8.43	11.95
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	161.74	79.87	24.88			18.98	8.43	11.95
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	128.54	228.40	161.74	79.87	24.88			18.98	8.43	11.95
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.19									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260.47	628.84	106.78	45.24			36.84	36.84	19.01
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3562									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848.99	482.01	153.81	64.43	35.43			36.84	36.84	19.01
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	i		U1TD1, UNC1X	CCOEF		0.00	0.00	0.00	0.00					
	Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, UNC1X	CCOSF		0.00	0.00	0.00	0.00					
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	i		U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79					
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637						
	DS1/DS0 Channel System			MQ1		80.77	105.76	14.48	3.04	2.74					
	DS3/DS1Channel System			MQ3		222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49
	Voice Grade COCI in combination			UNCVX	1D1VG	1.82	5.70	4.42							
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.82	5.70	4.42							
	DS1 COCI in combination			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42							
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	17.58	5.70	4.42							
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNC1X, UNC3X, XDH1X, HFQC6, XDD2X, XDV6X	UNCCC		52.73	24.62	9.12	9.12					
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	i		U1TVX, U1TD3, UDF, UE3	URES		34.53	15.11							

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TD3, UDF, UE3	URES		1.40	1.40							
Service Rearrangements															
	NRC - Order Coordination Specific Time - Dedicated Transport	i		UNC1X, UNC3X	OCOSR		18.93	18.93							
COMMINGLING															
	Commingling Authorization			UNCVX, UNC1X, UNC3X, U1TD3, UE3, U1TVX	CMGAU	0.00	0.00	0.00	0.00	0.00					
Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	1.82	6.07	4.66							
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.98	122.76	85.57	76.35	39.16					
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	32.93	122.76	85.57	76.35	39.16					
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	54.99	122.76	85.57	76.35	39.16					
	Commingled DS1 COCI			XDH1X	UC1D1	17.58	6.07	4.66							
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	77.86	112.40	76.27	19.55	14.99					
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.3562									
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	80.77	141.87	77.11	14.51	13.46					
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	51.38	313.08	219.72	96.86	40.45					
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	76.98	313.08	219.72	96.86	40.45					
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	128.54	313.08	219.72	96.86	40.45					
	Commingled DS3 Local Loop			HFQC6	UE3PX	374.24	595.37	304.50	234.83	170.16					
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6	1L5ND	9.19									
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	222.98	308.03	108.47	44.47	42.62					
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	848.99	395.27	176.56	109.04	105.91					
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	2.34									
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00					
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00					
LNP Query Service															
	LNP Charge Per query					0.0009277									
	LNP Service Establishment Manual						23.60	13.83	23.60	12.71					
	LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71					
911 PBX LOCATE															
911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		170.69								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		501.06								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	191.92									
	Service Order Charge			9PBDC	9PBSC		23.20								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															
Emergency Number Services															
911 trunk rates are included in the Facility cost via the General Subscriber Services Tariff (GSST) and the Switched Access Service Tariff.															
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
ISP-BOUND TRAFFIC															
	ISP-Bound, per MOU					0.0007									
END OFFICE SWITCHING															
	End Office Switching Function, per MOU					0.0008041									
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0009778									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)					0.0009778									
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.59	8.09							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000064									

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Common Transport - Facilities Termination Per MOU					0.0003871									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable AT&T tariff.															
PHYSICAL COLLOCATION															
Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98								
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09								
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25								
Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.09									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.74									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.95									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	100.14									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00								
	Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,027.00								
Power															

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.87									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.60									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.22									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.82									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.84									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95							
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPESE, UEPPSP, USL, UEPEX, UEPDX	PE1P1	1.51	53.27	40.16							
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPESE, UEPPSP	PE1P3	19.26	52.37	38.89							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPPSP, UEPESE, UEPSB, UEPSX, UEP2C	PE1R2	0.033	33.82	31.92				20.35	10.54	13.32	1.40
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95				20.35	10.54	13.32	1.40
Security															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02							
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99									

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24									
CFA																
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67									
Cable Records																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
Entrance Cable																
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29									
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee			AMTFS	EA		2,633.00					2.07	2.81	0.67	1.41	
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCIX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67	1.41	

Pricing Sheet - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSA, UEPSR, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66			20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67			20.35	10.54	13.32	1.40
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67									
Cable Records	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									

Pricing Sheet - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91	21.49							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17	27.76							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42	34.02							
Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49								
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77		1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78		1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97		1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95			0.00	0.00	0.00	0.00
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															
DIRECTORY DELIVERY															
	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.														
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00	7.03	7.03		20.35	10.54	13.32	1.40
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00				20.35	10.54		
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00	7.03	7.03		20.35	10.54	13.32	1.40
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				20.35	10.54		
Unbranding via OLNS for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00				20.35	10.54		
	Loading of DA per Switch per OCN						16.00	16.00				20.35	10.54		
DIRECTORY ASSISTANCE SERVICES															
DIRECTORY ASSISTANCE ACCESS SERVICE															

Pricing Sheet - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Directory Assistance Access Service Calls, Charge Per Call					0.31									
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)														
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
	Directory Assistance - Rate Reference Initial Load						5,000.00								
	Directory Assistance - Rate Reference Subsequent Load							1,500.00							
	Directory Assistance Database Service (DADS)														
	Directory Assistance Database Service (DADS)-Initial Load, per listing						0.04								
	Directory Assistance Database Service (DADS)-Update, per listing					0.04									
	Directory Assistance Database Service (DADS)-Monthly Recurring Fee					150.00									
	BRANDING - OPERATOR CALL PROCESSING														
	Facility based CLEC														
	Recording of Custom Branded OA Announcement			AMT	CBAOS		7,000.00	7,000.00	7.03	7.03			19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL		500.00	500.00					19.99	19.99	
	Wholesale CLEC														
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00					19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00					19.99	19.99	
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00					19.99	19.99	
	Unbranding via OLNS for Wholesale CLEC														
	Loading of OA per OCN (Regional)						1,200.00	1,200.00					19.99	19.99	
	INWARD OPERATOR SERVICES														
	Inward Operator Services - Verification, Per Minute					1.15									
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
	OPERATOR CALL PROCESSING														
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
	Operator Services - Rate Reference Initial Load						5,000.00								
	Operator Services - Rate Reference Subsequent Load							1,500.00							
	STRUCTURE ACCESS														
	NOTE: Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together have a minimum population of 50,000. Non-urban is less than 50,000. Conduit rates will apply to each passageway (innerduct). For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole. The rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.														
	Poles & Ducts - Poles (\$/attachment/yr.) NON-URBAN					11.52									
	Poles & Ducts - Poles (\$/attachment/yr.) URBAN					7.64									
	Poles & Ducts - Per Foot Conduit Occupancy Fees Full Duct (\$/ft/yr.)					0.30									
	Pole Attachment Transfer Rate					41.00									
	Cable Rate					5.05									
	BONA FIDE REQUEST														
	Deposit						2000.00								

Exhibit C

**AT&T TENNESSEE and Sprint Communications Company, L.P.
Disputed Point List (DPL) - CLEC
GENERAL TERMS AND CONDITIONS – PART A**

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Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T GTC Issue 1	General Terms and Conditions – Part A - WHEREAS clauses and Scope and Purpose	1a. What are the appropriate recitals and how should Purpose and Scope be described? 1b. What is the Scope of AT&T's obligation? See also Attachment 3 – Section 2.1	WHEREAS, AT&T is an Incumbent Local Exchange Carrier (“ILEC”) authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and WHEREAS, Sprint CLEC is a non-incumbent or “competitive” Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and WHEREAS, Sprint is a Telecommunications Carrier and has requested that AT&T-9STATE negotiate an Agreement with Sprint for the provision of <u>Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, services</u> pursuant to the <u>Telecommunications Act of 1996 (the “Act”)</u> and in conformance with AT&T-9STATE’s duties under the Act. 1. Purpose and Scope	AT&T’s proposed statement of the Purpose and Scope is appropriate and correctly sets forth the obligations of the Parties. AT&T is only obligated to provide a Section 251 agreement for the limited purpose of providing access to interconnection, unbundled network elements, ancillary functions and resale. Sprint’s position advocates that the ICA cover some broad array of services under the Act It is important to include Sections 251 and 252 of the Act; otherwise, the term the Act is too broad to be covered under this agreement.	Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint’s rights as a requesting carrier under Applicable Law.

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			1.1 This Agreement specifies the rights and obligations of the parties with respect to the implementation of their respective duties under <u>Sections 251 and 252</u> of the Act. 1.2 Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service. 1.3 Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic 1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-	1.2 Sprint's language is overly broad.1.3 AT&T's network is technology neutral and therefore this language is not needed. Furthermore, AT&T is not sure what is meant by the term Interconnected VoiP Service. Clear terms and conditions for all traffic exchanged between Sprint and AT&T is included in ATT 3 of the Agreement. 1.4 AT&T is unclear as to what is meant by Sprint Wholesale Services. The terms of the agreement apply to the Parties of the Agreement. 1.5 – 1.5.2 - This language is irrelevant and not applicable in the CLEC agreement.	

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			<i>9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i> 1.5 Affiliates and Network Managers 1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter "Network Manager(s)") for the construction and operation of a wireless system under a Sprint or Sprint Affiliate license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or		

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			<i>Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&T-9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.</i> 1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement. Upon Sprint's providing AT&T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this		

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			<i>Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.</i>		
AT&T GTC Issue 2	General Terms and Conditions _Part A - Section 33.5- Effective Date of Agreement General Terms and Conditions – Part A - Section 2 – Term of the Agreement	AT&T Issue: 2a) What should be the effective date of this Agreement? 2b) What should be the provisions for the length of term, termination and renegotiation of the agreement? Sprint Issue: 2a) Is this Effective Date language necessary? 2b) What should be the provisions for the term (duration) of the	2. Term of the Agreement <u>33.5 In AT&T-9STATE the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. Moved to Section 2 as suggested by Sprint.</u> 2.1 The initial term of this Agreement in a given state in which AT&T-9STATE operates is <u>two (2) three (3) years</u> from the date that the Agreement is approved by the Commission in that state (“Initial Term”) and shall <u>expire as of [TBD] thereafter automatically renew on a year-to-year basis (“Renewal Term”). The Initial Term and a Renewal Term are respectively referred to herein as the Term.</u> Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis. 2.2 <u>Termination for Nonperformance or Breach:</u> <u>Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the</u>	This language is necessary to have a start date of when the ICA is effective to implement the agreement.. AT&T will agree to move this language to Section 2 per Sprint’s request. AT&T proposes a three year term. The Industry is more stable than it was in the past, and the contract has change of law provisions and provisions for industry standard changes; therefore, there is no reason the contract should cover less than three years. Any shorter period of time means that the contract would not be in place for any appreciable amount of time before renegotiations have to recur. AT&T supports termination of the Agreement by either Party for failure to perform a material obligation or breach of a material obligation or after the contract expires. 60 days is plenty of time	AT&T’s new, wireline language proposed in 33.5 regarding the “Effective Date” of the Agreement is a subject matter related to the Term, Section 2 Absent a mutually agreed date, the Effective Date of an arbitrated Agreement should coincide with date of Commission approval of the Agreement pursuant to 47 USC § 252(e). The Agreement should provide for: a 2-year term; automatic 1-year renewals unless either party seeks renegotiation; continuation of the agreement if not replaced by a new negotiated/arbitrated agreement; otherwise, termination only in the event of mutual consent or as authorized by Commission.

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		agreement, and the provisions for termination and renegotiation of the Agreement?	<u>terminating Party. Upon Commission approval, a Party (“Non-Defaulting Party”) may terminate this Agreement to the extent authorized by the Commission.</u> if the other Party (“Defaulting Party”) either : a) fails to perform a material obligation or breaches a material term of this Agreement and fails to cure such nonperformance or breach within sixty (60) calendar days after written notice thereof <u>then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party;</u> or, b) at any time during the term of this Agreement, AT&T-9STATE is unable to contact Sprint pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement, <u>then AT&T-9STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices section hereof.</u> 2.3 Termination, Continuation or Replacement of Agreement 2.3.2 Where Sprint has End Users and/or is purchasing <u>Interconnection products and/or</u> services under this Agreement <u>and either Party seeks to terminate this Agreement, the Agreement is terminated by mutual consent or pursuant to Section 2.2,</u> Sprint shall cooperate in good faith to effect an orderly transition of service under this Agreement. Unless termination results from the wrongful	to cure a breach and absent Sprint’s ability to cure, AT&T should be able to take action to protect itself from further financial harm without Commission approval. AT&T is not bound to terminate the contract in 60 days, but preserves the right to do so. The Parties could continue to work together to resolve the issues. If the contract has expired, either party should have the right to terminate the contract and each party is responsible for notifying its respective end users. Renegotiation may begin within 180 days prior to expiration of the term of the Agreement.	

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			conduct of AT&T, Sprint shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new Telecommunication Carrier upon termination of the Term of this Agreement. 2.3.3. If at any time within one hundred eighty (180) days prior to the end of a Term, <u>or any time thereafter of the expiration of the Term</u>, if either Party serves “<u>notice of termination</u>”, <u>the Party who receives such notice shall have ten (10) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. When Sprint receives notice of termination from AT&T-9STATE, Sprint shall identify the action to be taken in each of the applicable state(s). If Sprint wishes to pursue a successor agreement with AT&T-9STATE, Sprint shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-9STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of Sprint’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement a notice to re-negotiate or terminate the Agreement (“Notice”) in a given State in which AT&T-9STATE operates (“Noticing Party”), the Party who receives such Notice (“Receiving Party”) shall have thirty (30) calendar days to provide the Noticing Party written confirmation (“Response”)</u>		

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			<i>indicating whether the Receiving Party wishes to a) continue to use the existing Agreement, b) negotiate modifications or a replacement agreement, which in either case would constitute a Subsequent Agreement ("Subsequent Agreement"), or c) proposes, or agrees to a proposed. termination of the Agreement. Upon receipt of the Response, the Noticing Party shall have fifteen (15) days to provide a written reply (the "Reply") to the Receiving Party indicating whether the Noticing Party will d) continue to use the existing Agreement, e) desires a Subsequent Agreement, or f) agrees to a proposed termination, If the Response and Reply do not reflect mutual consent to either terminate the Agreement or that it continue in its present form without modification, then the Response and Reply shall be treated as the Parties' mutual written request to commence negotiations for a Subsequent Agreement under Sections 251/252 of the Act in each of the state(s) in which the Subsequent Agreement will apply ("Mutual Negotiation Request"). The date of such Mutual Negotiation Request for the purpose of initiating the statutory one hundred thirty-five (135) day negotiation window shall be the date the Receiving Party receives the Reply, and the Parties shall thereafter promptly commence good faith negotiations for a Subsequent Agreement for such State(s).</i> <u>2.3.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, AT&T-9STATE shall continue to</u>		

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			<u>offer services to Sprint pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.</u> <u>2.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the successor agreement becomes effective.</u> The terms of such <u>successor agreement</u> <i>Subsequent Agreement</i> shall be effective as of the effective date stated in such <u>successor agreement</u> <i>Subsequent Agreement</i> and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. <i>2.3.3 The Parties shall continue to provide services to one another pursuant to the rates, terms and conditions set forth in this Agreement until a Subsequent Agreement becomes effective between the Parties, or the Agreement is terminated pursuant to either mutual agreement of the Parties or Section 2.2.</i> Neither Party shall refuse to provide services to the other Party during the negotiation of a <u>Subsequent Agreement</u> <u>successor agreement</u> or the transition from this Agreement to a <u>Subsequent Agreement</u> <u>successor agreement</u>. <i>2.5 If good-faith negotiations do not result in a negotiated Subsequent Agreement, and neither Party</i>		

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			<i>files for arbitration within the statutory clock established in the Act under Section 252(b) (or, a mutually agreed extension thereof), then the Agreement shall continue on its original year-to-year basis as provided in Section 2.1 subject to either Party sending a new, timely Notice to re-negotiate or terminate the Agreement as provided in Section 2.3.2.</i>		
AT&T GTC Issue 3	General Terms and Conditions – Part A – Sections 2a.1, 2a.2, 2a.3	AT&T's Issue: What Is the appropriate language to reference tariffs and other external documents? ■■■■■■■■■■ Sprint's Issue: When and where may it be appropriate to incorporate tariffs or other external materials by reference? Is it appropriate to reference	2a.1 Referenced Documents: 2a.1.1 Any reference throughout this Agreement to an industry guideline, AT&T-9STATE's technical guideline or referenced AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website. 2a.2 References: 2a.2.1 References herein to Sections, Paragraphs,	It is appropriate to reference tariffs and external documents, e.g, Tariffs/price lists, industry technical references, AT&T CLEC online web site and incorporate them within the Interconnection Agreement by reference. These documents are amended from time to time as required or allowed.	Only AT&T's proposed subsection "References" is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&T's heading or text of its proposed "Referenced Documents". It is inappropriate to include a general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement. If there are applicable matters outside the Agreement that warrant incorporation by reference

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		tariffs and other external documents and references which are utilized to interconnect the Parties networks in the interconnection agreement?	Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require. <u>2a.3 Tariff References:</u> <u>2a.3.1 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-9STATE 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-9STATE provides such services as a result of detariffing or deregulation.</u> <u>2a.3.2 Wherever the term “customer” is used in connection with AT&T-9STATE’s retail tariffs, the term “customer” means the ultimate consumer or the End User of any tariffed service.</u> <u>2a.3.3 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T-9STATE incumbent ILEC states, CLEC agrees that any purchase of</u>		then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now.

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			<u>Interconnection Services addressed by this Agreement or required to be offered by AT&T-9STATE under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Pricing Schedule.</u>		
AT&T GTC Issue 4	General Terms and Conditions – Part A - Section 2b - Insurance	AT&T Issue: 4a) What are the appropriate insurance provisions and, 4b) should the terms be reciprocal? Sprint Issue: What should be the “Insurance” Provisions?	2b. Insurance 2b.1 At all times during the term of this Agreement, <i>each Party CLEC</i> 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: 2b.1.1 With respect to <i>each Party’s CLEC’s</i> performance under this Agreement, and in addition to <i>each Party’s CLEC’s</i> obligation to indemnify, CLEC shall at its sole cost and expense: 2b.1.1.1 maintain the insurance coverage and limits required by this Section 2b and any additional insurance and/or bonds required by law:	AT&T proposes incorporating comprehensive Insurance provisions into the interconnection agreement. No, the insurance provisions should not be reciprocal. AT&T is self insured and the nature of the services provided to Sprint are materially different, including, but not limited to, collocation services, and therefore, AT&T requires greater insurance protection. .	Sprint accepts the majority of AT&T insurance provisions as proposed in its wireline language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g., the need to recognize the availability of proof of insurance via website rather than delivery of certificates of insurance.)

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			2b.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later; <i>2b.1.12a with respect to any coverage maintained in a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement;</i> 2b.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 2b from the time when the subcontractor begins work, throughout the term of the subcontractor’s work; and <i>with respect to any coverage maintained on a “claims-made” policy, for two (2) years thereafter.</i> 2b.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of “A-” or better and a Financial Size Category of “VII” or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers’ Compensation insurance, <i>a Party CLEC</i> may procure insurance from the state fund of the state where work is to be		

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			performed; and 2b.1.1.4 <i>upon request</i>, deliver to <i>or otherwise make available through web-access, to the requesting Party evidence AT&T-9STATE certificates</i> of insurance stating the types of insurance and policy limits. <i>A Party CLEC</i> shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to <i>the other Party AT&T-9STATE</i>. <i>A Party CLEC</i> shall <i>deliver such certificates also provide such requested evidence or web access:</i> 2b.1.1.4.1 <i>prior to execution of this Agreement and prior to commencement of any Work that requires insurance and</i> 2b.1.1.4.2 <i>prior to expiration of any insurance policy required in this Section 2b. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.</i> 2b.1.2 The Parties agree: 2b.1.2.1 the failure of <i>a Party AT&T-9STATE</i> to demand <i>evidence of or web access to such evidence such certificate</i> of insurance or failure of <i>a Party AT&T-9STATE</i> to identify a deficiency will not be construed as a waiver of <i>the other Party's CLEC's</i> obligation to maintain the		

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			insurance required under this Agreement; 2b.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect <u>a Party's CLEC</u>, nor be deemed as a limitation on <u>a Party's CLEC's</u> liability to <u>the other Party AT&T-9STATE</u> in this Agreement; 2b.1.3 <u>A PartyCLEC</u> may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and 2b.1.2.4 <u>the insuring PartyCLEC</u> is responsible for any deductible or self-insured retention. 2b.2 The insurance coverage required by this Section 2b includes: 2b.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least: 2b.2.1.1 \$500,000 for Bodily Injury – each accident; and 2b.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and 2b.2.1.3 \$500,000 for Bodily Injury by disease – each employee.		

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			2b.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of <i>the other Party AT&T-9STATE</i>, its Affiliates, and their directors, officers and employees. 2b.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, <i>a Party CLEC</i> shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease. 2b.2.3 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least: 2b.2.3.1 \$2,000,000 General Aggregate limit; and 2b.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and 2b.2.3.3 \$1,000,000 each occurrence limit for Personal Injury <u>and Advertising Injury; and.</u> <u>2b.2.3.4 \$2,000,000 Products/Completed Operations Aggregate limit; and</u>		

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			<u>2b.2.3.5 \$1,000,000 each occurrence limit for Products/Completed Operations; and</u> <u>2b.2.3.6 \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).</u> <i>2b.2.4 Intentionally Left Blank. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for CLECs who collocate on AT&T-9STATE's premises with limits of at least:</i> <u>2b.2.4.1 \$10,000,000 General Aggregate limit; and</u> <u>2b.2.4.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</u> <u>2b.2.4.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and</u> <u>2b.2.4.4 \$10,000,000 Products/Completed Operations Aggregate limit; and</u>		

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			<u>2b.4.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and</u> <u>2b.2.4.6 \$2,000,000 Damage to Premises Rented to You (Fire Legal Liability).</u> 2b.2.5 The Commercial General Liability insurance policy must: 2b.2.5.1 include <u><i>each Party AT&T-9STATE</i></u>, its Affiliates, and their directors, officers, and employees as Additional Insureds. <u><i>A Collocated CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-9STATE. Upon request, each Party shall provide a copy of or web access to the Additional Insured endorsement to the other Party.</i></u> The Additional Insured endorsement may either be specific to <u><i>each Party AT&T-9STATE</i></u> or may be “blanket” or “automatic” addressing any person or entity as required by contract. <u><i>Upon request, aA</i></u> copy of <u><i>or web access to</i></u> the Additional Insured endorsement must be provided within sixty (60) <u><i>calendar</i></u> days of <u><i>such request; execution of this Agreement and within sixty (60) calendar days of each Commercial General Liability policy renewal;</i></u> and include a waiver of subrogation in favor of <u><i>each Party AT&T-9STATE</i></u>, its Affiliates, and their directors, officers and employees; and 2b.2.5.2 be primary and non-contributory with respect to any insurance or self-insurance that is maintained by <u><i>each Party</i></u>		

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			<u>AT&T-9STATE.</u> 2b.2.6 <i>Intentionally Left Blank. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.</i> 2b.3 This Section 2b is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.		
AT&T GTC Issue 5	General Terms and Conditions – Part A - Section 3a – End User Fraud	AT&T Issue: What is the appropriate End User Fraud language to be included in the interconnection agreement? Sprint Issue: What, if any, wireline specific “Fraud” provision is appropriate?	<u>3a End User Fraud</u> <u>3a.1 AT&T-9STATE shall not be liable to CLEC for any fraud associated with CLEC’s End User account, including 1+ IntraLATA toll, ported numbers, and ABT.</u> <u>3a.2</u> The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure implemented by a Party are to be cost-effective and implemented in a manner so as not to unduly burden or harm either Party. <u>3a.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 3a.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all</u>	End User Fraud language should be included to clarify the parties’ obligations. However, the fraud provisions should be specific and not overly general. AT&T’s end-user fraud provision is narrowly tailored to address fraud that might occur related to services provided under the terms of this agreement, unlike Sprint’s language that is overly broad and has the potential to unduly burden the other party financially.	The Parties have not needed a fraud provision in the past, nor has there been any demonstrated need for such a provision now. Further, among other things, ATT language contains inappropriately overbroad disclaimer of liability assertion that is contrary to Section 9 limitation of liability provisions, undefined terms (e.g. “ABT”), imposition of obligations regarding obtaining end-user consents, and disclosure of end-user information that may simply

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			<u>outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.</u> <u>3a.4 AT&T-9STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.</u> <u>3a.5 Sprint 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.</u> <u>3a.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.</u>		be unenforceable. Without waiving its position, Sprint can agree to a general fraud co-operation provision as reflected, which is modification of AT&T section 3a.2 language.
AT&T GTC Issue 6	General Terms and Conditions – Part A – Section 4 – Ordering Procedures	AT&T Issue: Should the Ordering Procedures be concisely contained as proposed by	4. <u>Ordering Procedures</u> <u>4.1 The ordering procedures are as detailed in Attachment 6, Ordering and Provisioning, of this Agreement, incorporated herein by this reference.</u> <i>4.1 Unless contrary to the terms of this Agreement or</i>	Yes. All CLEC ordering and provisioning details are located in Attachment 6.	Sprint should not be bound by any AT&T internal guides/procedures/tariffs or unilateral AT&T changes to such guides/procedures/tariffs that would be contrary to the

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		AT&T in Attachment 6? Sprint Issue: What should be the "Ordering Procedures" provisions?	<i>Applicable Law, the ordering and provisioning of all services purchased from AT&T-9STATE by Sprint PCS may be set forth in the applicable AT&T-9STATE ordering guide(s). If no such guide exists, the Parties will mutually determine the reasonable steps that are necessary to order and provision a requested service provided pursuant to this Agreement. In the event of a conflict between an AT&T-9STATE ordering guide or process, the terms of this Agreement and Applicable Law shall control</i>		essential terms of this Agreement or Applicable Law.
AT&T GTC Issue 7	General Terms and Conditions – part A – Section 7.8 – Bona Fide Request	AT&T Issue: 7a) What is the appropriate language for a dispute pertaining to a Bona Fide Request? 7b) Does AT&T have a 251 obligation to have a New Business Request Sprint Issue: Is it appropriate	7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T-9STATE, Sprint will notify AT&T-9STATE in writing of its acceptance or rejection of AT&T-9STATE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&T-9STATE's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, <u>the dispute may be resolved pursuant to the dispute resolution provisions of this Agreement, the General Terms and Conditions of this Agreement, including the filing for Arbitration pursuant to the act between the 135th day after AT&T-9STATE receives Sprint's Bona Fide Request/New Business Request.</u>	Disputes relating to the BFR process should be handled utilizing the dispute resolution process contained in this contract. AT&T does not have a 251 obligation to provide a New Business Request Process. The dispute provisions provide for the Parties to have opportunities to resolve the issue before engaging the State Commission. Furthermore, such a dispute would not be subject to Section 252 arbitration. 252 arbitration may only be invoked by either	Sprint seeks clarifying language at the end of Section 7.8.

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		for a dispute pertaining to a Bona Fide Request to be handled as an arbitration or fall under the dispute resolution provisions of this Agreement?		party per Section 2.3 of this agreement..	
AT&T GTC Issue 8	General Terms and Conditions – Part A – Section 13 - Assignments	AT&T Issue: 8a) Do charges apply for corporate name and code changes? 8b) How much advance notice should CLEC provide AT&T for such notice changes? Sprint Issue: Is it appropriate for the agreement to expressly state when charges apply for	<u>13.2 a Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted here is void ab initio.</u> <u>13.3 Intentionally Left Blank. Corporate Name Change and/or change in "d/b/a" only:</u> <u>13.3.1 Any change in CLEC's corporate name including</u>	8a) It is appropriate for AT&T to charge Sprint for any requested changes (in this case, a company name change) which requires AT&T to do work to its existing account or customer records. Charges should apply when a CLEC makes a change requiring record changes or re-stenciling, re-engineering, changing locks, etc. Non-recurring charges for record changes are long-standing. This is resource intensive and AT&T should be compensated for it 8b) Additionally, AT&T needs 90 days to research and verify that the CLECs involved with the	In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language "from its current standard ... interconnection agreement [is] appropriate"? AT&T's "standard" generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it

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		corporate name and code changes?	<u>a change in the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change under this Section. For any such CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For Resale or any other products not billed in CABS, to the extent a record order is available; a record order charge will apply per End User record. Rates for record orders are contained in the Pricing Schedule.</u> <u>13.3.2 The Parties agree to amend this Agreement to appropriately reflect any CLEC Name Change including a change in d/b/a.</u> <u>13.4 Intentionally Left Blank. Company Code Change:</u> <u>13.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of “assets” provisioned under this Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “CLEC Company Code Change” under this Section. For the purposes of this Section 13.4, “assets” means any Interconnection, Resale Service, 251(c)(3) UNEs, function, facility, product or service provided under this Agreement. CLEC shall provide AT&T-9STATE with ninety (90) days advance written Notice of any assignment associated with a CLEC Company Code Change and obtain AT&T-</u>	request do not owe AT&T any outstanding charges, including Collocation charges, owed under this Agreement	should bear the burden to justify any change based on proven necessity or Sprint’s consent. Absent such necessity or Sprint consent, changes premised simply on AT&T’s desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable. Sprint does not accept any of subsection 13.3 or 13.4 and, therefore, does not agree to the Section title change. Regarding 13.3 and 13.4, there is no legitimate basis for AT&T to attempt to charge Sprint for AT&T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt

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			<u>9STATE's consent. AT&T-9STATE shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, AT&T-9STATE's consent to any CLEC Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the AT&T Wholesale Customer Merger and Acquisition process. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment to AT&T-9STATE if requested under the terms of this Agreement.</u> <u>13.4.2 For any CLEC Company Change, CLEC must submit a service order to AT&T-9STATE changing the OCN/ACNA for each End User record or each circuit ID number as applicable. CLEC shall pay the appropriate charges to AT&T-9STATE for each service order submitted to accomplish a Company Code Change. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates specified in the Pricing Schedule to this Agreement. In addition, CLEC shall pay any and all charges to AT&T-9STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.</u>		to impose purported internal, yet undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth's own merger with AT&T, mergers and corporate changes occur, and internal record keeping changes are costs of doing business, rather than "costs" that may be shifted by one party to the other party that may experience a corporate name or company code change, and multiplying such "costs" by imposing them on an individual "BAN" and/or circuit ID level.
AT&T	General Terms	NOTE: The			

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GTC Issue 9	and Conditions – Part A –	disputed language relating to Resolution of Disputes has been relocated to Attachment 7- Billing. The issue will be addressed there.			
AT&T GTC Issue 10	General Terms and Conditions – Part A – Section 15.2 and 15.3 - Taxes	Should the Tax language be specific as to how the parties will notice each other?	<u>15.6 All Notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with the Section for Notice below hereof.</u>	Yes, the noticing language is consistent with other sections of the parties interconnection agreement.	
AT&T GTC Issue 11	General Terms and Conditions – Part A – Section 18.7 – Modification of Agreement	Is the phrase “to implement rights or obligations under this Agreement” necessary in this Modification of Agreement section?	18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective AT&T-9STATE tariff or subsequent service offering that results from detariffing/deregulation (collectively “tariffs/service offerings”) <i>to implement rights or obligations under this Agreement.</i> Each party hereby incorporates by reference those provisions of its tariffs/service offerings that govern the provision of any of the services or facilities provided hereunder. References to tariffs throughout this Agreement shall be the currently effective tariff/service offering for the state of jurisdiction in which the services were provisioned. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/service offering, the Parties agree to negotiate in good faith to attempt to	No. The phrase “to implement rights or obligations under this Agreement” is unnecessary and adds confusion. It is unclear as to what Sprint is trying to convey with this statement.	Edits made to 18.7 are to address concepts raised in AT&T new section 2a.3.

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			reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/service offering cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows: 18.7.1 Unless otherwise provided herein, if the service or facility is ordered from the tariff/service offering, the terms and conditions of the tariff/service offering shall prevail. 18.7.2 If the service is ordered <i>to implement rights or obligations under from</i> this Agreement (<i>other than resale</i>), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail. 18.7.3 If the service is ordered <i>to implement rights or obligations under from</i> this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. 18.7.4 Intentionally left blank. 18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be		

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			incorporated into this Agreement by amendment.		
AT&T GTC Issue 12	General Terms and Conditions – Part A – Section 29.2a.4, 29.4,	Is AT&T required to provide these types of notices?	29.2a.4 <u>Intentionally Left Blank.</u> <i>AT&T-9STATE shall notify Sprint electronically of proposed price changes at least thirty (30) days prior to the effective date of any such price change.</i> 29.4 <u>Intentionally Left Blank.</u> <i>AT&T-9STATE shall not discontinue any service without providing Sprint the prior written notice of discontinuation of any service as may be required by Applicable Law and, if there is no such requirement or it is less than forty-five (45) days, then AT&T-9STATE shall provide Sprint at least forty-five (45) days' prior written notice of such discontinuation of such service. AT&T-9STATE agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, AT&T-9STATE will provide substitute services and elements.</i>	Language has to do with resale notice. Sprint's proposed language would only apply to resold services which have been eliminated by mutual consent of the parties in this agreement. AT&T doesn't understand the relevance of this language as the parties have mutually agreed to eliminate the resale attachment from this agreement. To the extent Sprint intends to reinstate the resale provisions, AT&T reserves it rights to provide alternative language.	Sprint's edits are directed at ensuring a minimum notice period for discontinued services.
AT&T GTC Issue 13	General Terms and Conditions – Part A – Section 33 – Implementation of the Agreement	AT&T Issue: What is the appropriate language to describe the provision of services, and the availability of operating procedures and	33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of <u>Telecommunications Services Authorized Services</u> to their respective Customers.	AT&T's proposed language properly reflects AT&T's general obligation to work with the CLEC community as a whole with respect to development, change, notification and documentation of operational processes and procedures. These obligations are managed through the collaborative change	

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		documentation? Sprint Issue: What is the correct term for the type of services being provisioned and is there a need to state that operating procedures and interface documents will be made available?	The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms and intent of this Agreement. 33.3 <u>Intentionally Left Blank. Existing AT&T-9STATE operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. In the case of any conflict between AT&T-9STATE procedures and the terms, conditions and intent of this Agreement, the Parties will negotiate any modifications to such procedures which may be required to support the terms, conditions and intent of this agreement. In the event that there are existing operations manuals, AT&T-9STATE informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and AT&T-9STATE agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. AT&T-9STATE will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.</u>	management process (CMP, covered more specifically in Attachment 6 – Ordering and Provisioning) and thoroughly documented on the CLEC Online website, among other locations. As proposed by AT&T in this Attachment, Section 2a.1, such documentation should be incorporated by reference within this interconnection agreement to maintain currency. CLEC's proposed language is overly broad and could be taken to impose additional requirements and obligations on AT&T than those already met under the CMP. Further, CLEC's introduction of a term ("Authorized Services") to replace a defined term ("Telecommunications Services") is unnecessary, as the term is overly broad and may seek to impose obligations upon AT&T that are not contemplated by AT&T or Federal law.	
AT&T GTC Issue	General Terms and Conditions – Part A –	Should the Parties be allowed to offset	37. Indivisibility The Parties acknowledge that they have assented to all of	Carriers should not be allowed to offset payment obligations under this Agreement.	

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14	Section 37.0 – Indivisibility	payment obligations under this Agreement?	the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. <i>The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are independent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.</i>		
AT&T GTC Issue 15	General Terms and Conditions – Part A – Section 38.0 – Compliance and Certification	AT&T Issue: What are the Parties' obligations with respect to Compliance and Certification? Sprint Issue: Is language stating the Parties' obligations with respect to Compliance and Certification necessary?	<u>38.0 Compliance and Certification</u> <u>38.1 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.</u> <u>38.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection Services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.</u> <u>38.3 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</u>	Compliance and Certification language is necessary to make clear what each Party's obligations are with respect to underlying requirements.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a "catch-all" fashion:

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Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>may be required in connection with the performance of its obligations under this Agreement.</u> <u>38.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.</u>		
AT&T GTC Issue 16	General Terms and Conditions – Part A – Section 39 – Relationship of the Parties/Independent Contractor	AT&T Issue: What are the Parties' obligations with respect to roles as an independent contractor? Sprint Issue: Is language stating the Parties' obligations with respect to roles as an independent contractor necessary?	<u>39.0 Relationship of the Parties/Independent Contractor</u> <u>39.1 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.</u> <u>39.2 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</u>	Relationship of the Parties/ Independent Contractor language is necessary to make clear what each Party's obligations are with respect to those roles.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a "catch-all" fashion:

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			<u>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</u>		
AT&T GTC Issue 17	General Terms and Conditions – Part A – Section 40 - Subcontracting	AT&T Issue: What are the Parties' obligations with respect to Subcontracting? Sprint Issue: Is language stating the Parties'	<u>40.0 Subcontracting</u> <u>40.1 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.</u> <u>40.2 Each Party will be solely responsible for payments due that Party's subcontractors.</u>	Subcontracting language is necessary to make clear what each Party's obligations are with respect to Subcontracting.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a "catch-all" fashion:

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		obligations with respect to Subcontracting necessary?	<u>40.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.</u> <u>40.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection 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.</u> <u>40.5 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.</u>		
AT&T GTC Issue 18	General Terms and Conditions – Part A – Section 42 – End User Inquiries	AT&T Issue: What is the appropriate language concerning End user Inquiries? Sprint Issue: Is language	<u>42.0 End User Inquiries</u> <u>42.1 Except as otherwise required in Section 48 below, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.</u> <u>42.2 Except as otherwise required by Section 48.1 below, each Party will ensure that all of its</u>	End User Inquiries' language is necessary to make clear what each Party's obligations are with respect to these types of inquiries.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a "catch-all" fashion:

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		concerning End User Inquiries necessary to be included in the Agreement?	<u>representatives who receive inquiries regarding the other Party's services:</u> <u>42.2.1 Direct the callers who inquire about the other Party's services or products to their local service provider.</u> <u>42.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.</u> <u>42.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.</u> <u>42.4 CLEC acknowledges that AT&T-9STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.</u>		
AT&T GTC Issue 19	General Terms and Conditions – Part A – Section 44 – Conflict of Interest	AT&T Issue: What is the appropriate language for Conflict of Interest? Sprint Issue: <i>Is Conflict of Interest</i>	<u>44.0 Conflict of Interest</u> <u>44.1 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</u>	Conflict of Interest language is necessary to make clear what each Party's obligations are with respect to negotiations of this Agreement or any associated documents.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a "catch-all" fashion:

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		language necessary to be included in this Agreement?			
AT&T GTC Issue 20	General Terms and Conditions – Part A – Section 45 – Amendments and Modifications	AT&T Issue: What is the appropriate language to change, modify or amend the Agreement? Sprint Issue: Is language necessary for this Agreement to make clear how changes to the Agreement are accomplished?	<u>45.0 Amendments and Modifications</u> <u>45.1 Except as otherwise provided for in this Agreement, 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.</u>	This makes clear how changes to the Agreement are recognized.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a “catch-all” fashion:
AT&T GTC Issue AT&T GTC Issue 21	General Terms and Conditions – Part A – Section 46 - Authority	AT&T Issue: What is the appropriate language to determine Authority? Sprint Issue: Is Authority	<u>46.0 Authority</u> <u>46.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed 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. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations,</u>	This Authority section makes clear the type of companies that are parties to the Agreement and that those companies have full power and authority to execute and deliver.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a “catch-all” fashion:

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		language necessary to be included in this Agreement?	<u>Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.</u> <u>46.2 CLEC represents and warrants that it is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. 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.</u> <u>46.3 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.</u>		
AT&T GTC Issue 22	General Terms and Conditions – Part A – Section 48 – Changes in End User Local	AT&T Issue: What are the Parties' obligations with respect to End User's Changes	<u>48.0 Changes in End User Local Exchange Service Provider</u> <u>48.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier</u>	This language is necessary to make clear the obligations with respect to changes in End User Local Exchange Service providers.	No, there is no need for any of these newly proposed ATT provisions, all of which appear to have merely been tacked at the end of GTC Part A in a "catch-all"

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
	Exchange Service Provider	in Local Exchange Service Providers? Sprint Issue: Is language necessary outlining the parties' obligations with respect to End User's Changes in Local Exchange Service Providers?	<u>to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation and in the case of AT&T CONNECTICUT only, tariff obligations. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.</u> 48.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment 07 – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User. 48.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-9STATE is free to reclaim the 251(c)(3) UNE facilities for use by another End User and is free to		fashion:

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>issue service orders required to reclaim such facilities.</u> <u>48.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-9STATE, AT&T-9STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, 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-9STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.</u> <u>48.5 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local Exchange Service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local Exchange Service at the request of the FCC or the applicable state Commission.</u>		

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CLEC Decision Point List – GTC Part B - Definitions**

GT&C Part B AT&T Issue 1	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“911 Service” means a universal telephone number which gives the public direct access to the <u>Public Safety Answering Point (PSAP)</u>system . Basic 911 Service collects 911 calls from one or more <u>local exchange</u> switches that serve a geographic area. The calls are then sent to the correct <u>authority</u>PSAP designated to receive such calls.	AT&T's 911 Service definition captures the essence of the service and defines the use of the acronym PSAP.	
GT&C Part B AT&T Issue 2	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Access Tandem” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and <u>IXC POPs</u> <i>the switching systems operated by carriers other than the LEC that operates the LEC End Office network.</i>	AT&T's definition is essentially word for word from Newton's Telecom Dictionary.	Sprint agrees to include a definition, but AT&T's definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and “IXC Pops”, therefore, replaced same with Sprint language at end of definition.
GT&C Part B AT&T Issue 3	GTC Part B and as used throughout Agreement	What individual “Definitions” are appropriate?	“Accessible Letter(s)” means AT&T-9 STATE correspondence used to communicate pertinent information regarding AT&T-9 STATE to <u>the CLEC community</u> <i>other carriers that is intended to be of broad interest or application, as opposed to being information applicable to a single carrier.</i>	There is no reason for the additional language that Sprint proposes given that it only describes what AT&T states in three (3) words.	Sprint's edits make clear that AT&T's process pertains to the dissemination of general information, as opposed to carrier-specific information.
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	“Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, orders, permits, <u>tariffs</u> and approvals, including	AT&T's tariffs that have been	The term “guideline” is

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AT&T Issue 4	throughout Agreement	appropriate?	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.	approved by the Commission meet the definition for Applicable Law as they apply to both the Parties, and in some cases to this Agreement.	vague, ambiguous and potentially subject to confusion given it is also used in this Agreement to describe unilateral materials created by AT&T. Further, while a “tariff” may be subject to Governmental Authority approval, it is not created by a Governmental Authority, and its applicability/enforcement is more analogous to a contract offering than a “law”. Sprint’s language deletes both.
GT&C Part B AT&T Issue 5	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<i>“Audited Party” means the Party being audited by the Auditing Party.</i>	The Parties have agreed to language on the ability to have an audit and this definition only describes the role of one of the Parties.	<i>Sprint does not consider term “Audited Party” to be necessary.</i>
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	<u>“Auditing Party” means the Party conducting an audit of the Audited</u>	The Parties have agreed to language	Sprint does not consider term

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AT&T Issue 6	throughout Agreement	appropriate?	<u>Party's books, records, data and other documents.</u>	on the ability to have an audit and this definition only describes the role of one of the Parties.	"Auditing Party" to be necessary.
GT&C Part B AT&T Issue 7	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Authorized Services" means those services which a Party may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties' respective networks as provided herein.</i>	Sprint's definition is an attempt to broaden the type of traffic that Sprint wants to be covered by the Agreement.	This is a key term used throughout the Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law, and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law.
GT&C Part B AT&T Issue 8	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Bill Due Date" means thirty (30) calendar days from the <u>bill</u>invoice date <i>if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.</i>	Sprint's language places an unreasonable penalty on the Billing Party if the invoice is not received by the Billed Party within 5 days of the	

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				invoice date. First, the Billed Party has some control over when they receive their bills based on what bill media they select. Second, this language would allow the Billed Party to pay the bill 60 days from invoice date if received 6 or more days after the invoice date. This is not a reasonable extension. AT&T's position is that the proper Bill Due Date is 30 days from the bill date, but can accept the Bill Due Date being 30 days from the issuance date as the Commission ordered on 3/14/06 on reconsideration in Case No. 2004 - 00044.	
GT&C Part B AT&T Issue 9	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Bona Fide Request (BFR)" means the process described in the General Terms and Conditions – Part A, Section <u>78</u> Bona Fide Request/New Business Process provisions.	Sprint has incorrectly identified the applicable section in the GT&Cs.	

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GT&C Part B AT&T Issue 10	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Building” is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building” for purposes of this Attachment 2. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.</u>	AT&T considers this definition which was ordered by the Commission in its TRRO Order Case No. 2-004-00427 on 12/12/07 as essential in the discussion of impairment in wire centers.	Sprint does not consider a definition for the term “Building” to be necessary.
GT&C Part B AT&T Issue 11	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Calling Party Number (CPN)” means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.</u>	As used in the language of the Agreement this definition is specific to an SS7 enabled capability which is missing from Sprint’s definition.	
GT&C Part B AT&T Issue 12	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Carrier Identification Codes (CIC)” means a code assigned by the North American Numbering Plan administrator to identify the entity who purchases access services specific Interexchange Carriers. This code is primarily used for billing and routing from the local exchange network to the access purchaser purposes.</u>	Unlike what Sprint states the INC’s website essentially matches AT&T’s definition with its definition of CIC - “These codes are primarily used for routing from the local exchange network to the access purchaser and for billing	CICs are specifically assigned to wireline IXC service providers, rather than AT&T’s broader language that would include any “entity that purchase access

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				between the LEC (Local Exchange Carrier) and the access purchaser.”	services”.
GT&C Part B AT&T Issue 13	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Cash Deposit” means a cash security deposit <i>made by one Party</i> in U.S. dollars <i>that is</i> held by <u>AT&T 9-STATE</u><i>the other Party</i>	All Customers undergo a credit review to determine risk on a yearly basis. Any customer's credit situation can change over time (Adelphia, Worldcom, Cable & Wireless). The "Bill and Keep" provision does not necessarily cover the exposure to bad debt should a customer's credit risk change. The customer could owe \$1M, be past due 2 moths but "bill and keep" could potentially only cover 100K. Just because a customer's situation has changed to "risky", it does not follow that the customer and the provider have both been determined to be	Deposits have never been necessary as between the parties and there is no legitimate reason to require them now. Further, AT&T apparently fails to recognize that if deposits were required, the elimination of Bill and Keep for to terminating usage results in a two-way exchange of dollars, therefore, leading to the exchange of mutual deposits that would simply cancel out one another.

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Sprint language bold italics

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				"risky". Exchange of mutual deposits only applies if both parties consider the other one to be risky.	
GT&C Part B AT&T Issue 14	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Sprint PCS' switch to an AT&T-9 STATE E911 Selective Router.</u>	A CAMA Trunk is one of three options that a CMRS provider has in connecting to AT&T for the transmission of 911 calls according to AT&T's tariff so it does have relevance outside Mass Calling provisions.	Sprint does not agree with the Mass Calling provisions as proposed by AT&T, and does believe this term has any relevance outside of that subject matter.
GT&C Part B AT&T Issue 15	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Central Office Switch" means/refers to the switching entity within a Central Office <i>b</i>Building in the PSTN. The term "Central Office" refers to the <i>b</i>Building, whereas the term "Central Office Switch" refers to the switching equipment within the <i>b</i>Building, but both terms are sometimes used interchangeably. The term "Central Office" is sometimes used to refer to either an End Office, <i>or</i> a Tandem Office <i>or a Mobile Switch Center</i>. Central Offices are also referred to by other synonymous terms, some of which are: "End Office Switch" means/refers to <u>thea switching machine or entity</u> that directly terminates traffic to and receives traffic from purchasers of <u>localTelephone</u> Exchange Services, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of	Sprint is attempting to incorporate changes to these definitions which would change the compensation structure for traffic. These terms are necessary as they are key network elements used within the Agreement for interconnection and compensation. Definitions provide certainty and are critical to	Sprint's edits are for clarity, to make clear that there are additional types of switches that constitute a Central Office Switch as that concept may be used in the Agreement.

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Sprint language bold italics

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			“Tandem Office Switch” or “Tandem Switch” means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, and End Office Switches, <i>MSCs or IXC switching systems</i> may exchange calls between each other when a direct Trunk Group is unavailable. The term “Tandem Office” and “Tandem” are used to refer to the <i>b</i>Building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the <i>b</i>Building.	interpreting the contract.	
GT&C Part B AT&T Issue 16	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.</u>	AT&T’s definition essentially captures the various points contained within Newton’s Telecom Dictionary for this service.	Subject to further review.
GT&C Part B AT&T Issue 17	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Charge Number” means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.</u>	Sprint has agreed to language in ATT 3 that contains this language. The significance of this term is readily apparent from a billing perspective.	Sprint does not believe this term has previously been necessary, and it is not apparent if, or where, it may even be used.
GT&C Part B AT&T Issue 18	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Common Language Location Identifier (CLLI)” means the codes that provide a unique 11-character representation of a <i>point within a network interconnection point</i>. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network component.	Sprint’s definition is too vague while AT&T’s specifically identifies the point as one where interconnection can take place.	

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GT&C Part B AT&T Issue 19	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Competitive Local Exchange Carrier (CLEC)” means a <u>telephone company</u><i>non-incumbent LEC that is</i> certificated by the Commission to provide <u>local Exchange Service within AT&T-9 STATE’s franchised area</u><i>Telephone Exchange Services and/or Telephone Toll Services within such Commission’s State.</i>	For this Agreement the important attribute is the fact that the company is providing service within AT&T’s franchised area, not that the company has been certified by the Commission.	Sprint’s definition states the appropriate scope. AT&T’s definition is too restrictive.
GT&C Part B AT&T Issue 20	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Consequential Damages” means <u>Losses claimed to have resulted from any</u> indirect, incidental, consequential, reliance, <i>or</i> special, <u>punitive, exemplary, multiple or any other Loss, including</u> damages <u>claimed to have resulted from</u> <i>suffered by a Party (including without limitation damages for</i> harm to business, lost <u>of anticipated</u> revenues, <i>lost</i> savings, or <i>lost</i> profits, <u>or other economic Loss claimed to have been</u> suffered <u>not measured by the prevailing Party’s actual damages, by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive,</u> and regardless of whether the <i>p</i>Parties knew <u>or had been advised</u> of the possibility that such damages could result <u>in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.</u>	AT&T’s definition is more precise and inclusive than Sprint’s and correctly identifies these damages as being “Claimed” rather than “Actual”.	Subject to resolution of GTC Part A Liability and Indemnification provisions.
GT&C Part B AT&T Issue 21	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Dedicated Transport” means transmission Facilities, including all Technically Feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, <i>to the extent such Facilities are</i> dedicated to a particular customer or carrier, <i>for the exchange of traffic between designated points.</i>	Sprint’s language is ambiguous and could arguably create dedicated transport obligations other than what the FCC has required.	
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	“Delaying Event” means any failure of a Party to perform any of its	Sprint’s additional language is not	<i>Subject to resolution</i>

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AT&T Issue 22	throughout Agreement	appropriate?	obligations set forth in this Agreement, caused in whole or in part by: 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 <i>to the accuracy or completeness of such Service Orders does not comport with Applicable Law</i> ; any delay, act or failure to act by the other Party or its End User, agent or subcontractor <i>to the extent the action at issue is required by Applicable Law</i> ; or any Force Majeure Event.	required in that each Party's obligations under the Agreement are in accordance with Applicable Law.	<i>of GTC Part Force Majeure provisions.</i>
GT&C Part B AT&T Issue 23	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Discontinuance Notice" means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all <i>undisputed</i> Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's notice of <i>undisputed</i> Unpaid Charges.	AT&T will send the defined notice for all charges that are non-paid not just those that are undisputed.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 24	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.</u>	There can't be a discussion regarding billing disputes without a definition for what is being discussed.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 25	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Disputing Party", as used in Sections 10.0 below and 12.0 below means the party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.</i>	There can't be a discussion regarding billing disputes without a definition for what is being discussed.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T	GTC Part B, and as used throughout	What individual "Definitions" are appropriate?	"End User(s)" means a Third Party subscriber of <u>Telecommunications</u> <i>Authorized</i> Services provided <i>in whole or in part</i> by any of the Parties <u>at retail</u> . As used herein, the term "End User(s)"	Sprint's definition conflicts with its own proposed	

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Issue 26	Agreement		does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.	definition for Authorized Services, with which AT&T does not agree, in that Sprint's language for that definition describes those services as between the Parties and this definition does not refer to the Parties to the Agreement.	
GT&C Part B AT&T Issue 27	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Enhanced 911 Service (E911)" means a <u>telephone</u> <i>Telecommunications Service</i> which will automatically route a call dialed "911" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.	E911 is a telephone service, specifically a telephone exchange service and not a Telecommunication s Service.	
GT&C Part B AT&T Issue 28	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Exchange Message Interface (EMI)" (formerly <u>Exchange Message Record "EMR"</u>) is the <i>nationally administered</i> standard format for the exchange of <u>message information</u> <i>data</i> among <i>the</i> Exchange Carriers <u>for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx (where xxxx refers to the specific publication)</u> <i>within the telecommunications industry.</i>	AT&T's language closely mirrors the description of EMI on the OBF website, delineates the types of information available and the reference for further information.	Original ICA definition
GT&C Part B AT&T Issue 29	GTC Part B and as used throughout Agreement	What individual "Definitions" are appropriate?	"Exchange Access Service" <i>has the meaning as defined at 47 U.S.C. § 153(4716).</i>	Exchange Service refers to Telephone Exchange Service as define in AT&T's cite not Sprint's	This is an appropriate category of Authorized Services that

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				which deals with exchange access	may transverse Interconnection Facility.
GT&C Part B AT&T Issue 30	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Facility" or "Facilities" means the <i>elements, including but not limited to</i> wire, line, <u>or</u> cable, <u>dedicated to the transport of associated hardware and software that is used by a Party to provide</u> Authorized Services <u>traffic between the Parties' respective networks.</u>	AT&T's definition clearly limits this to the physical entity (wire, line or cable) that make up a facility and not the electronics at each end which compose a facility termination or software that may be used to provide a service, neither or which comprise a facility.	This is an appropriate, encompassing definition.
GT&C Part B AT&T Issue 31	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.	Fraud monitoring is one of AT&T's key functions in its daily operations and one in which many CLECs are interested.	Not apparent this definition is necessary.
GT&C Part B AT&T Issue 32	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Information Services" has the meaning as defined at 47 U.S.C. § 153(20) and 47 C.F.R. § 51.5.	Sprint's definition is too board in that both of these cites include electronic publishing with which this Agreement has nothing to do.	
GT&C Part B AT&T Issue 33	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Interconnected VoIP Service" has the meaning as defined at 47 C.F.R. § 9.3.	AT&T does not agree to having VoIP language in the Agreement.	

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GT&C Part B AT&T Issue 34	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Interconnection or Interconnected”</u> <i>has the meaning as defined/required in the Act at 47 C.F.R. §§ 20.3 and 51.5.</i>	Sprint’s edits of this definition would result in too broad of a definition. AT&T should only have to provide interconnection not only as defined in the Act but also as required by the ACT.	
GT&C Part B AT&T Issue 35	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Interconnection Facilities” means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point of presence in an MTA or LATA, as applicable, and <i>either a)</i> a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected <i>or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T.</i>	AT&T’s position is terms and conditions for Transit traffic should not be part of the 251/252 Interconnection agreement, but a separate agreement so part (b) is not necessary in this section. In addition Sprint originated Transit Service Traffic is handed off at the POI defined in part (a) so again there is no reason for part (b). Part (b) has Sprint having facilities all the way to the POI of the third party on the AT&T network and this is not the case.	

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				Sprint is claiming to have facilities beyond their POI.	
GT&C Part B AT&T Issue 36	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	" ISP-Bound Traffic " means <i>Information Services</i> traffic, <u>as defined</u> in accordance with the FCC's <i>Order on Remand and Report and Order</i> , In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("ISP Remand Order"), as modified by the <i>FCC's</i> subsequent <u>FCC Orders entered in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (rel. October 18, 2004).</u>	AT&T's language illustrates the requirement that ISP-Bound Traffic as used in the Agreement is defined in the mentioned documents.	
GT&C Part B AT&T Issue 37	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	" Letter of Credit " means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to <u>AT&T 9-STATE</u> <i>the Billing Party</i> naming the <u>AT&T-owned ILEC(s) designated by AT&T 9-STATE</u> <i>Billing Party</i> as the beneficiary (ies) thereof and otherwise on <u>the AT&T 9-STATE</u> <i>a mutually acceptable</i> Letter of Credit form.	The Letter of Credit we offer to customer has been approved by legal. To constantly have to look at different forms is not cost or time effective. If a customer's bank does not want to accept our form, they may pay the deposit in cash or with a Surety Bond. We have less than 1 per year over the last 12 years where the customer's bank did not want to accept our form as written and we worked out each one of them with the bank.	

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GT&C Part B AT&T Issue 38	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“LIDB” (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.</u>	The LIDB database is a key component in the provisioning and maintaining of number portability.	
GT&C Part B AT&T Issue 39	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.</u>	This definition is a subset of the larger category of interconnection in that this one deals specifically with the exchange of local traffic which is the purpose of the Agreement.	This is an unnecessary, duplicative term in light of the prior, appropriate definition of Interconnection.
GT&C Part B AT&T Issue 40	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Local Number Portability (LNP)” means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s)</u> <i>Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 C.F.R. 52.21 – 52.33.</i>	This language was originally crafted at a time when LNP was first being deployed. The world has changed since the original language was crafted. LNP is fully deployed as an LRN-based technology and INP is no longer provided/available. Since INP is not longer available, it should not continue to be part of the	Sprint language is original ICA definition

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				definition.	
GT&C Part B AT&T Issue 41	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Local Only Trunk Groups ” are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.	Yes. It is appropriate to include this term in the Agreement. There are local only tandems in the network, and if Sprint did not establish the required trunk groups could result in misrouted traffic and possible blocked calls.	Use of the generally applicable defined terms Facility(ties) and Interconnection Facilities, results in no need for individual items that are subsumed within the broader terms/concepts. Further, there is no requirement that traffic subject to reciprocal compensation be segregated to a “Local Only Trunk Group”.
GT&C Part B AT&T Issue 42	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Local Service Request (LSR) ” means <u>thean industry standard</u> form used to input orders to the Local Service Center (LSC) by Sprint, including, but not limited to orders by the Parties to add, establish, change or disconnect services.	AT&T Will not be submitting LSRs to Sprint thus AT&T's more specific language is the applicable one.	
GT&C Part B AT&T Issue 43	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“ Local Traffic ” is defined as <u>any telephone call that originates in one exchange and terminates to and End User of one Party in either the same exchange, or other mandatory local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T-9STATE's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include ISP-Bound Traffic. As further clarification, Local Traffic does not include calls that do not</u>	For purposes of this ICA, the term “Local Traffic” means traffic subject to Section 251(b)(5) as used by the FCC. It is a specific traffic type, wherein the location of the originating and	

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			<u>transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.</u>	terminating end users is within the same local or mandatory local exchange. Reciprocal compensation at TELRIC-based rates is appropriate. Sprint's use of "Authorized Services traffic" is inappropriate in a wireline agreement, and it does not contemplate non-wireless traffic exchanged within the same local or mandatory local exchange.	
GT&C Part B AT&T Issue 44	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"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).</u>	AT&T's definition specifically addresses all potential situations that might arise.	Subject to resolution of GTC Part A Liability and Indemnification provisions.
GT&C Part B AT&T Issue 45	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Meet-Point Billing (MPB)" means the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill/single tariff environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.</u>	AT&T has found this to be a useful method for the resolution of this special interconnection situation.	
GT&C Part B	GTC Part B, and as used	What individual "Definitions" are	<u>"Multiple Exchange Carrier Access Billing (MECAB)" means the document prepared by the Billing Committee of the OBF and by Telcordia</u>	Sprint incorrectly is trying to change	AT&T retained original MECAB

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AT&T Issue 46	throughout Agreement	appropriate?	(formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Access Service <u>access</u> provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.	the correct terminology for the object being billed in this definition. It is Exchange Service access that is being billed by AT&T.	definition, to which Sprint has reflected edits to strike language that is not needed in light of original OBF definition, and edit of the Exchange Access Service reference.
GT&C Part B AT&T Issue 47	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Network Element" has the meaning as defined in 47 U.S.C. § 153(29).</i>	AT&T believes that this term must be defined given its sometimes misuse.	
GT&C Part B AT&T Issue 48	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Non-Intercompany Settlement System (NICS)" is the system administered by Telcordia (formerly BellCore) that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T-9STATE.</i>	This is the definition for the system required to calculate non-intercompany settlement amounts.	
GT&C Part B AT&T Issue 49	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Non-Paying Party" means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.</i>	In order to discuss billing and billing disputes this term needs to be included in the definitions.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 50	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"North American Numbering Plan (NANP)" means the basic numbering <u>architecture</u> scheme for telecommunications networks located in various countries, including the United States</i> in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central	AT&T does not see the necessity for the additional language that Sprint has suggested.	

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			office code of the form NXX, and a four (4)-digit line number of the form XXXX.		
GT&C Part B AT&T Issue 51	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Numbering Plan Area (NPA)” also called area code means the <i>first</i> three (3)-digits <u>code that occupies the A, B, and C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX</u> , where N represents <i>any one of the numbers the digits two (2) through nine (9)</i> and X represents any <u>digit zeroone of the numbers (0) through nine (9)</u> . <u>In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).</u>	AT&T's definition describes in the detail the nuances within this plan in terms of numbering and geographical impacts while Sprint's does not.	
GT&C Part B AT&T Issue 52	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Number Portability” has the meaning as defined in 47 C.F.R. § 52.21(<u>n</u>).	AT&T's cite is the correct cite. Sprint's is for location portability.	
GT&C Part B AT&T Issue 53	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“NXX” or “Central Office Code” means the <i>second</i> three (3)-digits <u>switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits(NXX) of a ten (10)-digit telephone number within the NANP in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9. Each NXX Code contains 10,000 station numbers.</u>	AT&T's definition defines the term, while Sprint's defines the NPA that has already been defined above.	
GT&C Part B AT&T Issue 54	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Operator Services” <u>provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).</u>	AT&T's definition clearly describes each of the functions provided by this service.	
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	“Ordering and Billing Forum (OBF)” means <u>a forum comprised of</u>	AT&T's definition goes a step further	Sprint language is original ICA

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AT&T Issue 55	throughout Agreement	appropriate?	<u>local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards</u> <i>the Ordering and Billing Forum</i> which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).	than Sprint's and tells the OBF's composition and what it does.	definition.
GT&C Part B AT&T Issue 56	GTC Part B and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Past Due" means when a Billed Party fails to remit payment for any undisputed charges by the Bill Due Date, or if payment for any portion of the undisputed charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the undisputed charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).</i>	A charge is past due whether disputed or undisputed if it meets any of the 3 conditions described in AT&T's definition.	Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.
GT&C Part B AT&T Issue 57	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	"Permanent Number Portability (PNP)" means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the <u>Commission</u> <i>Applicable Law.</i>	The definition does not make sense substituting Applicable Law for Commission as Sprint would recommend as Applicable Law is the codicils created by the FCC and the Commission.	
GT&C Part B AT&T Issue 58	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Physical Collocation" means the right of Sprint to occupy that certain area designated by AT&T-9STATE within a AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by AT&T-9STATE which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.</u>	This definition not only describes physical collocation, but delineates the 4 types.	
GT&C Part B AT&T Issue 59	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Interconnection Point" or "Point of Interconnection (POI)" means the Technically Feasible physical locationpoint(s) requested by Sprint at which an Interconnection Facility joins the Parties' networks meet for the purpose of establishing Interconnection between the Parties, or a Party and a Third-Party. POIs include a number of different</i>	AT&T's language is more succinct in its definition and provides additional information concerning the	

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			<u>technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility.</u>	POI's composition and function. This term is necessary as it is a key network element used within the Agreement for interconnection and compensation. This definition provides certainty and is critical to interpreting the Agreement.	
GT&C Part B AT&T Issue 60	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i><u>"Public Switched Network or Public Switched Telephone Network (PSTN)"</u></i> means or refers to <u>the Public Switched Telephone Network as defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes)</u> <i>refers to a common carrier network that provides circuit switching between public usersany common carrier switched network, whether by wire or radio, including LECs, IXC's, and wireless carriers that use the NANP in connection with the provision of switched services. The PSTN carriers are voice, data and signaling traffic.</i>	AT&T's definition not only spells out what the acronym stands for, but identifies the industry standard in which it is more fully described and identifies the types of carriers that use it.	
GT&C Part B AT&T Issue 61	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i><u>"Rate Center"</u></i> means the <u>specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.</u>	Without a definition and understanding of these terms the rating of calls cannot take place.	Rate Centers, do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, therefore, Sprint sees no reason

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					to include such definitions.
GT&C Part B AT&T Issue 62	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Rating Point” means the vertical and horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.</u>	Without a definition and understanding of these terms the rating of calls cannot take place.	Rating Points do not have the same significance to each Party, nor are the Parties required to have the same Rating Points, therefore, Sprint sees no reason to include such definitions.
GT&C Part B AT&T Issue 63	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Referral Announcement” means the process by which calls are routed to an announcement that states the new telephone number of an End User.</u>	This definition describes a feature in which most end users are very interested.	Sprint does not believe such a provision is necessary at all. To the extent it is included it should be limited to “as may be required by Applicable Law”.
GT&C Part B AT&T Issue 64	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<u>“Remittance Information” means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.</u>	This definition is necessary to identify the information required by AT&T to adequately credit a payment.	Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	<u>“Routing Point” means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to</u>	Without a definition and understanding	Routing Points do not have the

AT&T language bold underlined
Sprint language bold italics

AT&T Tennessee and Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners
CLEC Decision Point List – GTC Part B - Definitions

AT&T Issue 65	throughout Agreement	appropriate?	<u>Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.</u>	of these terms the rating of calls cannot take place.	same significance to each Party, nor are the Parties required to have the same Routing Points, therefore, Sprint sees no reason to include such definitions.
GT&C Part B AT&T Issue 66	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Service Start Date" means the date on which services were first supplied under this Agreement.</i>	This definition is for the purpose of establishing a date upon which the service is initially provided and billing begins.	
GT&C Part B AT&T Issue 67	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Serving Wire Center (SWC)" means the Wire Center that serves the area in which the other Party's or a Third Party's Wire Center, aggregation point, point of termination, or point of presence is located.</u>	This definition is necessary to delineate the wire center serving the other Party from other Wire Centers.	Appropriate Facilities and Interconnection Facilities definitions render term, "Serving Wire Center," unnecessary
GT&C Part B AT&T Issue 68	GTC Part B and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Surety Bond" means a bond from a Bond company with a credit rating by A.M.BEST better than a "B." This bonding company shall be certified to issue bonds in a state in which this Agreement is approved.</i>	Not all States have the same bonding requirements. We believe that GA has a meaningful level of requirements for bond companies.	
GT&C Part B	GTC Part B and as used	What individual "Definitions" are	<i>"Sprint Third Party Provider" has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and</i>	AT&T cannot agree to this definition.	

AT&T language bold underlined
Sprint language bold italics

AT&T Tennessee and Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners
CLEC Decision Point List – GTC Part B - Definitions

AT&T Issue 69	throughout Agreement	appropriate?	<i>Scope, Subsection 1.4 Sprint Wholesale Services provisions.</i>	This traffic is either transit traffic or else Sprint has decided to become a least cost router of toll traffic.	
GT&C Part B AT&T Issue 70	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Tax" or "Taxes" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.</u>	No agreement can be considered complete without a definition regarding taxes.	Subject to review.
GT&C Part B AT&T Issue 71	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Telephone Exchange Service" has the meaning as defined at 47 U.S.C. § 153(47).</i>	Defined above as Exchange Service.	
GT&C Part B AT&T Issue 72	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<i>"Termination" has the meaning as defined at 47 C.F.R. § 51.701(d).</i>	Termination cannot be defined in such a simple fashion. Sprint's cite only covers termination in regards to traffic, but has nothing to do with the termination of the Agreement, services, billing, etc.	
GT&C Part B AT&T Issue 73	GTC Part B, and as used throughout Agreement	What individual "Definitions" are appropriate?	<u>"Third Party Traffic" means traffic carried by AT&T-9 STATEa Party acting as an intermediary Transit Service provide that is originated and terminated by and between Sprint and a Third Party Telecommunications Carrier a Third Party and the other Party to this</u>	Sprint should never carry Third Party Traffic for AT&T.	

AT&T language bold underlined
Sprint language bold italics

**AT&T Tennessee and Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners
CLEC Decision Point List – GTC Part B - Definitions**

			<i>Agreement.</i>		
GT&C Part B AT&T Issue 74	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<i>“Transit Service” means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.</i>	The correct definition is the one above “Third Party Traffic”.	
GT&C Part B AT&T Issue 75	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<i>“Transit Service Traffic” is Authorized Services traffic that originates on one Telecommunications Carrier’s network, “transits” the network Facilities of one or more other Telecommunications Carrier’s network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier’s network.</i>	The correct definition is the one above “Third Party Traffic”.	
GT&C Part B AT&T Issue 76	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	<i>“Transport” has the meaning as defined at 47 C.F.R. § 51.701(c).</i>	Transport cannot be defined in such a simple fashion. Sprint’s cite only covers transport in regards to facilities from the POI to the terminating end office, but does not describe the types of transport.	
GT&C Part B AT&T Issue 77	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Trunk(s)” or “Trunk Group(s)” means the switch port interface(s) used and the communications path created to connect Sprint’s network with AT&T-9 STATE’s network for the purpose of exchanging Authorized Services <u>Section 251 (b)(5) Calls for purposes of Interconnection traffic.</u>	AT&T’s language implicitly describes the type of traffic that the trunks are carrying.	
GT&C Part B AT&T Issue 78	GTC Part B, and as used throughout Agreement	What individual “Definitions” are appropriate?	“Unpaid Charges” means any <i>undisputed</i> charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.	Charges are unpaid whether disputed or not if the full amount has not been rendered.	Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.
GT&C Part B	GTC Part B, and as used	What individual “Definitions” are	<u>“Wire Center” means a building or space within a building that serves as an aggregation point on a given Telecommunications</u>	Given the fact that this term is used in	Appropriate Facilities and

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Sprint language bold italics

**AT&T Tennessee and Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners
CLEC Decision Point List – GTC Part B - Definitions**

AT&T Issue 79	throughout Agreement	appropriate?	<u>Carrier's network, where transmission facilities are connected and traffic is switched. AT&T-9 STATE's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.</u>	a number of instances in both ATT3 and ATT4, it seems necessary that it be included.	Interconnection Facilities definitions render term unnecessary.

AT&T language bold underlined
Sprint language bold italics

**AT&T TENNESSEE and Sprint Communications Company, L.P.
Disputed Point List (DPL) - CLEC
DISASTER RECOVERY - TENNESSEE**

**Legend: AT&T language bolded and underlined
*Sprint language in bold italics***

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T DISASTER RECOVERY Issue 1	Disaster Recovery- Tennessee Entire Attachment	Should the Disaster Recovery- Tennessee Attachment be included in the Parties' Interconnection Agreement?	Entire Attachment	Yes, this attachment is specific to the State of Tennessee and should be included in the Parties' interconnection agreement.	AT&T is unsure of Sprint's specific issues regarding Disaster Recovery.

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

Legend: **AT&T language bolded and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T UNE Issue 1	1.11.8	Can an Interconnection trunk be used for the traffic in question outside the LATA where the end user premise that it serves is located? Is the language defining the requirements of an Interconnection Trunk necessary in this section?	<u>AT&T's Language</u> An Interconnection Trunk meets the requirements of Section 1.11.6.2.1.5 above and Section 1.11.6.2.1.6 above of this Attachment if Sprint will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, <u>and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.</u> <u>Sprint's Language</u> An Interconnection Trunk meets the requirements of Section 1.11.6.2.1.5 above and Section 1.11.6.2.1.6 above of this Attachment if Sprint will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk-	The trunk must be terminated in the same LATA. This language and issue should be removed from the UNE attachment because it is already included in the Attachment 3 Network Interconnection.	
AT&T UNE Issue 2	2.1.2.2.1	What is the correct reference for FTTH/FTTC – Loop per 47 C.F.R. §51.319(a)(3)(XXX?)	<u>AT&T's Language</u> AT&T-9STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-9STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(<u>iv</u>). <u>Sprint's Language</u> AT&T-9STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an	The correct section to be referenced regarding FTTH/FTTC – Loop is 47 C.F.R. §51.319(a)(3)(iv): The language reads as follows; The incumbent LEC must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the-curb loop and provide nondiscriminatory access to that copper loop on an	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			unbundled basis, unless AT&T-9STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iii).	unbundled basis unless the incumbent LEC retires the copper loops pursuant to paragraph (a)(3)(iv) of this section. Based on research, section 51.319(a)(3)(iii) is titled Overbuilds and have nothing to do with the required provisions of cooper loops	
AT&T UNE Issue 3	2.1.2.2.2	What is the correct reference for FTTH/FTTC – Loop per 47 C.F.R. §51.319(a)(3)(xxx?)	When AT&T-9STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-9STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-9STATE shall restore the copper Loop to serviceable condition upon request. When AT&T-9STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-9STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-9STATE shall restore the copper Loop to serviceable condition upon request.	The correct section to be referenced regarding FTTH/FTTC – Loop is 47 C.F.R. §51.319(a)(3)(iii) The language reads as follows; An incumbent LEC that maintains the existing copper loops pursuant to paragraph (a)(3)(iii)(A) of this section need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case the incumbent LEC shall restore the copper loop to serviceable condition upon request.	
AT&T UNE	3.5, 3.5.1, 3.5.2, 3.5.3	Is Line Splitting and Splitter Space with	<u>AT&T's Language</u>	AT&T is no longer required to provide a Loop and Port when	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 4		Loop and Port still required as a service offering as a UNE?	<u>3.5 Intentionally left blank.</u> Sprint's Language <i>3.5 Provisioning Line Splitting and Splitter Space – Loop and Port</i> <i>3.5.1 The Data CLEC, Voice CLEC, a third party or AT&T-9STATE may provide the splitter. When Sprint or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. Where AT&T-9STATE owns the splitter, AT&T-9STATE shall provide the splitter functionality upon request and consistent with the FCC's rules, and shall establish the necessary processes in its OSS to facilitate Sprint's ability to engage in line splitting arrangements.</i> <i>3.5.2An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.</i> <i>3.5.3The foregoing procedures are applicable to a commingled arrangement of a Loop purchased pursuant to this Agreement and Local Switching pursuant to a separate agreement.</i>	provisioning Line Splitting and Splitter Space. AT&T no longer offers this service and therefore the language in the entire section needs to be removed.	
AT&T UNE Issue 5	5.3.4.1.1	Should state certification terms be included in Attachment 2 - Network Elements? Should the language on the absence of state certification be	<u>AT&T's Language</u> Sprint has received state certification to provide local voice service in the area being served. <u>Sprint's Language</u> Sprint has received state certification to provide local voice service in the area being served; or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other	No. State certification language should be moved to General Terms and Conditions. Because Tennessee does require certification, absence of state certification language	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		included in the parties' interconnection agreement?	regulatory requirements applicable to the provision of a local voice service in that area.	is not appropriate for a Tennessee contract.	
AT&T UNE Issue 6	6.8	Is Channelization Multiplexing required to be unbundled?	<u>AT&T's Language</u> Channelization (Multiplexing) <u>Sprint's Language</u> <i>Unbundled</i> Channelization (Multiplexing)	No, Channelized multiplexing is not a UNE as defined by the FCC nor is it the same as a cross connect and therefore should not be treated as one.	
AT&T UNE Issue 7	7.1	How should AT&T notify a CLEC that changes have been made to CLEC Online Web site regarding wire center updates?	<u>AT&T's Language</u> 7.1 AT&T-9STATE has designated and posted, to AT&T CLEC Online website, <u>and notified CLECs via an Accessible Letter</u>, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met. <u>AT&T-9STATE will post updates to this list of Wire Centers on the AT&T CLEC Online website as needed and will issue an Accessible Letter notifying Sprint of any such update.</u> Sprint's language: 7.1 AT&T-9STATE has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met.	AT&T is committed to not only updating wire center information on CLEC Online but also to inform all CLECs of those updates via the Accessible Letter process.	
AT&T UNE	7.3.1	If a CLEC withdraws its self certification before	<u>AT&T's Language:</u> In states where the Commission has not previously determined, in any	AT&T has done the research and is able to provide all	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
Issue 8		the commission issues a final decision should the wire centers be treated as though it had been approved by the commission?	proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-9STATE's designations shall be treated as controlling (even if SPRINT believes the list is inaccurate) for purposes of transition and ordering unless Sprint provides a self-certification as outlined below. <u>If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-9STATE's designations.</u> <u>Sprint's Language:</u> In states where the Commission has not previously determined, in any proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), AT&T-9STATE's designations shall be treated as controlling (even if SPRINT believes the list is inaccurate) for purposes of transition and ordering unless Sprint provides a self-certification as outlined below	required documentation proving why the Wire Center has met the threshold as set forth pursuant to Rules 51.319(a)(5), 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If a CLEC chooses to withdraw its certification prior to a commission's ruling, the data still exists identifying that particular wire center as having met the criteria necessary for being declared non-impaired. If a CLEC files a self certification it has the burden of proving it. If the CLEC later decides to withdraw that self certification for a particular wire center, the CLEC has in fact not proven its case and therefore should be deemed to give up its right to challenge AT&T's findings.	
AT&T UNE Issue 9	7.7	Is the effective date of an AL dependent upon the Effective Date of an ICA?	<u>AT&T's Language</u> <u>AT&T-9STATE will update the AT&T CLEC Online website's posted list and will advise Sprints of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this</u>	Accessible Letter language is more applicable to section 7.1	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>Section 14.0 above of this Agreement</u>		
AT&T UNE Issue 10	9.4	Based on the transition plan provided by the FCC in its TRRO, is it appropriate to disconnect a declassified UNE and or UNE Combination of DS1/3 Loop or Transport, and Dark Fiber Loop and Transport if the CLEC has not taken any action to establish an alternative?	AT&T's Language: Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless Sprint has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 7.4.1 of this Agreement, and if Sprint and AT&T-9STATE have failed to reach agreement under Section 7.4.1 of this Agreement as to a substitute service arrangement or element, then AT&T-9STATE may, at its sole option, <u>disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or</u> convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement. Sprint's language: Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless Sprint has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 7.4.1 of this Agreement, and if Sprint and AT&T-9STATE have failed to reach agreement under Section 7.4.1 of this Agreement as to a substitute service arrangement or element, then AT&T-9STATE may, at its sole option, <u>disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or</u> convert the subject element(s), whether alone	Per the FCC's TRRO regarding DS1/DS3 Loops and Transport, and dark Fiber Loops/Transport, at the end of the transition period (12 months and 18 months respectively), the CLEC is required to transition the affected DS1/DS3 Loops/Transport (DF Loops/transport 18 months) to "alternative facilities or arrangements" (TRRO para 143 and 196). If an alternative facility or arrangement does not exist, AT&T would have no alternate product/service to transition to and would therefore need the ability to disconnect the declassified UNE and or UNE combination, especially given the fact that the CLEC has not taken steps on its own to transition the declassified UNE and/or UNE combination.	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List
ATTACHMENT 2 - NETWORK ELEMENTS

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.		

AT&T TENNESSEE and Sprint Communications Company, L.P.
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC

Legend: AT&T language bolded and underlined
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Ntwk Int Issue 1	Network Interconnection (Attachment 3) – Part A	AT&T Issue: Should the Parties' contractual obligations regarding Transit Traffic be included in a Commercial Agreement instead of the Section 251 interconnection agreement? Sprint Issue: Is Transit Service a form of Interconnection transmission and routing that AT&T-9STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless	<i>4.0 Transit Service.</i> <i>4.1 AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint is Interconnected to AT&T 9-STATE.</i> <i>4.2 Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.</i> <i>4.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.</i>	Neither Section 251(b) nor Section 251(c) of the Telecommunications Act, nor any FCC regulation implementing the Telecommunications Act, imposes a transit obligation. Accordingly, the rates, terms and conditions pursuant to which AT&T Tennessee will provide transit service to Sprint are included in a separate Commercial Agreement, not in the parties' interconnection agreement. Furthermore, the transit rates are not subject to TELRIC pricing methodology. However, in the event that the Commission decides, over AT&T's objection, to address Transit Service in this proceeding, it should adopt AT&T's proposed language in the Transit Exhibit submitted with the Agreement. AT&T Tennessee's proposed language provides complete terms and conditions under	Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D). The Kentucky Commission has required AT&T to provide transit at TELRIC pricing unless AT&T can justify additional costs. <i>Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended, Case No. 2004-00044, Order at p 18 -19 (issued March 14, 2006).</i>

AT&T TENNESSEE and Sprint Communications Company, L.P.
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		entities, also pursuant to 47 C.F.R. § 20.11?		which Transit Service is to be provided to Sprint, including appropriate provisioning and billing terms. As AT&T Tennessee directly interconnects with all other Tennessee carriers, Sprint's proposed language, and to-be-determined pricing, offering a transit service is unnecessary.	AT&T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic.
AT&T Ntwk Int Issue 2	Network Interconnection (Attachment 3) – Part A - Introductory Title and Paragraph	Sprint Issue: Should the introductory title and paragraph be consistent with the Scope and purpose language contained in GTC Part A? AT&T Issue: Is the introduction language proposed by AT&T appropriate?	Network Interconnection <i>and Authorized Services Traffic Usage: <u>Call Transport and Termination:</u></i> The Parties shall provide Interconnection with each other's networks for the transmission and routing of <i>telephone exchange service (Local) and exchange access (IntraLATA toll and Switched Access)</i> <i>Authorized Services traffic and Transit Service Traffic.</i>	Yes. AT&T's introductory title and paragraph are appropriate as they describe the scope of the Network Interconnection (Attachment 3) language between the Parties. It is not appropriate to include a new term or services that are not part of this Agreement.	Yes. Using appropriate terms, the introductory title and paragraph should appropriately describe the overall scope of Interconnection between the Parties.

AT&T TENNESSEE and Sprint Communications Company, L.P.
Decision Point List (DPL)
ATTACHMENT 3 - NETWORK INTERCONNECTION - CLEC

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Ntwk Int Issue 3	Network Interconnection (Attachment 3) – Part A - Sections 2.2 – 2.9	What provisions should be included regarding Methods of interconnection?	<i>2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATes at the rates, terms and conditions set forth in this Agreement.</i> 2.6 Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation <i>are as set forth in the Pricing Schedule may be provided in a separate collocation agreement, negotiated on an individual case basis.</i> <u>2.2 Network Interconnection Methods (NIMs) include, but are not</u>	AT&T disagrees with Sprint's language in section 2.2 as it expands AT&T's obligations. AT&T's language best describes in detail the methods of interconnection available and, appropriately, provides for mutual agreement of the Parties. AT&T disagrees with 'New Business Request' – see DPL for General Terms and Conditions Part A. Further, this Agreement is specific to CLEC and should not address CMRS. See also Issue 11 (Fiber Meet). With respect to section 2.6, rates for collocation should be pursuant to this agreement and not a separately negotiated agreement. AT&T is not required to provide entrance facilities at TELRIC which was recently affirmed by the Sixth Circuit's February 23, 2010 decision in <i>Michigan Bell Tel. Co. v.</i>	Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur).

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			<u>limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Entrance Facilities purchased pursuant to an applicable AT&T tariff; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to AT&T-9STATE for interconnection at other points or through other methods may be made through the Bona Fide Request process set out in the General Terms and Conditions of this Agreement.</u> <u>2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint and AT&T-9STATE agree to interconnect their networks through existing and/or new Interconnection Facilities. The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and AT&T-9STATE's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.</u> <u>2.3 Intentionally Left Blank.</u> <u>2.4 Physical Collocation Interconnection</u> <u>2.4.1 When Sprint provides its own facilities or uses the facilities of a</u>	Covad Commcn's (Nos. 07-2469/2473).	

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			<u>3rd party to a AT&T-9STATE tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.</u> <u>2.5 Virtual Collocation Interconnection</u> <u>2.5.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a AT&T-9STATE tandem or end office and wishes for AT&T-9STATE to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4 of this Agreement.</u> <u>2.6 Interconnection using Entrance Facilities purchased from AT&T-9STATE's Tariffs</u> <u>2.6.1 For purposes of call transport and termination, Sprint as the originating party may obtain Entrance Facilities from AT&T-9STATE pursuant to the applicable AT&T-9STATE tariff in conjunction with Interconnection Facilities to interconnect with AT&T-9STATE's network as set forth in the Pricing Schedule.</u>		

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AT&T Ntwk Int Issue 4	Network Interconnection (Attachment 3) – Part A – Section 2.4	What provisions should be included regarding continuation of pre-existing arrangements?	2.4 Pre-existing Arrangements. <u>For Sprint's pre-existing Interconnection arrangements in effect on the Effective Date of this Agreement, Until otherwise requested by Sprint,</u> AT&T-9STATE shall continue to provide <u>those</u> Interconnection arrangements through the existing Interconnection Facilities and Point of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. <u>After the Effective Date of this Agreement,</u> AT&T-9STATE shall provide <u>such any</u> new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to <u>the terms and conditions of</u> this Agreement.	AT&T-9STATE is willing to allow the existing interconnection architecture to remain in place, but all new interconnection arrangements should be installed per the new agreement.	This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement.
AT&T Ntwk Int Issue 5	Network Interconnection (Attachment 3) – Part A – Sections 2.8, 2.3	Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required?	<u>2.8 Points of Interconnection</u> <u>2.8.1 A minimum of one Point of Interconnection shall be established in each LATA in which Sprint originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with AT&T-9STATE. The location of the initial Point of Interconnection shall be established by mutual agreement of AT&T-9STATE and Sprint. In selecting the initial Point of Interconnection, both AT&T-9STATE and Sprint will act in good faith and select the point that is most efficient for both AT&T-9STATE and Sprint. Sprint and AT&T-9STATE shall each be responsible for engineering and maintaining the network on its side of the Point of Interconnection. Establishment of an initial Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area.</u> <u>2.8.1.a Responsibilities of the Parties</u>	AT&T-9STATE's language provides more specificity that will result in a more balanced network architecture. It is reasonable for AT&T-9STATE to be involved in the decision making process as to which method to utilize. Sprint may select the POI(s) on AT&T-9STATE's network where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other and Sprint shall establish additional POIs when traffic exceeds 24 DS1s at peak for	Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint's rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point.

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			<u>2.8.1.a.1 Sprint shall provide all applicable network information on forms acceptable to AT&T-9STATE (as set forth in AT&T-22STATE CLEC Handbook, published on the AT&T CLEC Online website).</u> <u>2.8.1.a.2 Upon receipt of Sprint's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.</u> <u>2.8.1.a.3 Either Party may add or remove switches. The Parties shall provide 120 calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.</u> <u>2.8.1.a.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.</u> <u>2.8.1.1 When Sprint has established a Single POI (or multiple POIs) in a LATA, Sprint agrees to establish additional points of interconnection at an AT&T-9STATE Tandem Serving Area (TSA) separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T 22STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or at an AT&T End Office in a local calling area not served by an AT&T-9STATE Tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.</u>	3 consecutive months. Also see Issue 22 (PLF) below.	

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			<u>2.8.1.2 Upon written notification from AT&T-9STATE or Sprint requesting the establishment of an additional point of interconnection, the additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.</u> <u>2.8.2 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process described above will be followed for all physical architecture plan changes.</u> <u>2.8.3 Sprint is solely responsible, including financially, for the facilities that carry OS/DA, E911, mass Calling and Third Party Trunk Groups</u> <i>2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.</i>		
AT&T Ntwk Int Issue 6	Network Interconnection (Attachment 3) – Part A – Section 2.5.2, 2.9	Sprint Issue: What Interconnection Facilities / Trunking provisions should be included	<i>2.5.2 Trunk Groups. The Parties will establish trunk groups from the Interconnection Facilities such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, AT&T 9-STATE will provide or bear the cost of all trunk groups for the delivery of Authorized Services traffic from the POI at which the Parties</i>	AT&T-9STATE language provides the specificity to establish the necessary trunk groups in order to route traffic and maintain the ability for billing traffic at the appropriate rate. Additionally, AT&T's	

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		regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups? AT&T Issue: What are the provisions for interconnection trunking?	<i>Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.</i> <u>2.9 Interconnection Trunking</u> <u>2.9.1 AT&T-9STATE and Sprint will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.</u> <u>2.9.1.1 Sprint shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at Sprint's switch. AT&T-9STATE shall issue ASRs for one-way trunk groups originating at the AT&T-9STATE switch.</u> <u>2.9.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In, and E911) and Third Party Trunk Groups can be established between Sprint's switch and the appropriate AT&T-9STATE Tandem Switch as further provided in this Section</u> <u>2.9.2 Any Sprint request that requires special AT&T-9STATE translations and other network modifications will require Sprint to submit a Bona Fide Request via the Bona Fide Request Process set forth in the General Terms and Conditions.</u> <u>2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used. AT&T-9STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with</u>	language more clearly defines the various type of trunk groups and the type of traffic each trunk can carry, in order to accommodate the appropriate billing records necessary for intercarrier compensation. See also Issue 8.	

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			<u>Sprint employing MF signaling.</u> <u>2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint on the order.</u> <u>2.9.4 a The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.</u> <u>2.9.6 One-way and Two-way Interconnection Trunking</u> <u>2.9.6.1 One-Way Interconnection Trunking</u> <u>2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint from its end office or switch to deliver such traffic to each AT&T-9STATE access tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These trunk groups shall be one-way except where two-way trunks have been mutually agreed and will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, Sprint must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described below.</u>		

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			<u>2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.</u> <u>2.9.6.1.3 Sprint's establishment of one-way interconnection trunking to a AT&T-9STATE Local tandem provides for the delivery of its originated Local Traffic to the AT&T-9STATE end users served by AT&T-9STATE end offices subtending such AT&T-9STATE Local tandem or other AT&T-9STATE local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.</u> <u>2.9.6.1.4 Unless multiple tandem access is ordered, Sprint CLEC's establishment of one-way interconnection trunks at AT&T-9STATE access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the AT&T-9STATE end users served by such AT&T-9STATE access tandem.</u> <u>2.9.6.2 Two-Way Interconnection Trunking (may be established and used upon mutual consent of the Parties).</u> <u>2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint's end office or switch and AT&T-9STATE's access tandem in the LATA where Sprint homes its NPA/NXX codes for calls destined to or from all AT&T-9STATE End Offices that subtend the designated Tandem. These trunk groups will utilize SS7 signaling. Where Sprint does not interconnect at every Access Tandem switch location in the LATA, Sprint must use Multiple Tandem Access (MTA) to route traffic to End</u>		

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			<u>Users through those Tandems within the LATA to which CLEC is not interconnected. To utilize MTA, Sprint must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T-9STATE will route Sprint originated IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section XXX below. Two-way interconnection trunking may also be used to transport Local Traffic between Sprint's end office or switch and AT&T-9STATE's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.</u> <u>2.9.6.2.1.1 AT&T-9STATE</u> <u>2.9.6.2.1.1.1 AT&T-9STATE will provide two-way interconnection trunking upon Sprint's request. Once two-way interconnection trunking is established, AT&T-9STATE must use such two-way trunking for AT&T-9STATE-originated traffic.</u> <u>2.9.6.2.1.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.</u> <u>2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment..</u> <u>2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery</u>		

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			<u>of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.</u> <u>2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a AT&T-9STATE local tandem provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices.</u> <u>2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint end office and a AT&T-9STATE access tandem provides intra-tandem delivery of Sprint's originating Local and IntraLATA Toll Traffic from Sprint end users served by such Sprint end office to the AT&T-9STATE end users served by such AT&T-9STATE access tandem.</u> <u>2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a AT&T-9STATE access tandem and a Sprint end office allows AT&T-9STATE to deliver AT&T-9STATE originated Local and IntraLATA Toll Traffic from AT&T-9STATE end users to the Sprint end users served by such Sprint end office.</u> <u>2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.</u> <u>2.9.7.3 Toll Free Traffic</u> <u>2.9.7.3.1 If Sprint chooses AT&T-9STATE to handle Toll Free database queries from its switches, all Sprint originating Toll Free traffic will be routed over the Third Party Trunk Groups.</u>		

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			<u>2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint requests that AT&T-9STATE perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Third Party Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.</u> <u>2.9.7.3.3 Sprint may handle its own Toll Free database queries from its own switch. If so, Sprint will determine the nature (Local/Intra-LATA or IXC-carried) of the Toll Free call based on the response from the database. If the query determines that the call is a AT&T-9STATE Local or IntraLATA Toll Free number, Sprint will route the post-query Local or IntraLATA converted ten-digit local number to AT&T-9STATE over the Local or Intra-LATA Trunk Group and shall provide an 800/(8YY) billing Record to AT&T-9STATE. If the query determines that the call is an IXC-carried 800/(8YY) number, Sprint shall route the post-query IXC-carried call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Third Party Trunk Group, as appropriate, to carriers not directly connected to its network but which are connected to AT&T-9STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-9STATE over the appropriate trunk group as defined above, within the LATA in which the calls originate.</u>		

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			<u>2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint performs the SSP function, if delivered to AT&T-9STATE, shall be delivered using GR-394 format over the Third Party Trunk Group for calls destined to IXCs, or shall be delivered by Sprint using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the Tandem.</u> <u>2.9.8 Access Tandem Interconnection Trunking</u> <u>2.9.8.1 When Tandem trunks are deployed, Sprint shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective AT&T-9STATE Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, AT&T-9STATE shall route appropriate traffic to Sprint switches based on the tandem serving arrangements referenced in the LERG.</u> <u>2.9.10 AT&T-9STATE Local Tandem Interconnection Trunking</u> <u>2.9.10.1 This interconnection arrangement allows Sprint to establish interconnection trunking at AT&T-9STATE local tandems for the delivery of Sprint-originated Local Traffic transported and terminated by AT&T-9STATE to AT&T-9STATE end offices within the local calling area as defined in AT&T-9STATE's General Subscriber Services Tariff</u>		

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			<u>("GSST"), section A3 served by those AT&T-9STATE local tandems.</u> 2.9.10.2 When a specified local calling area is served by more than one AT&T-9STATE local tandem, Sprint must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint may choose to establish interconnection trunking at the AT&T-9STATE local tandems where it has no codes homing but is not required to do so. Sprint may deliver Local Traffic to a "home" AT&T-9STATE local tandem that is destined for other AT&T-9STATE or third party network provider end offices served by other AT&T-9STATE local tandems in the same local calling area where Sprint does not choose to establish interconnection trunking. It is Sprint's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint's codes. Likewise, Sprint shall obtain its routing information from the LERG. 2.9.10.3 Notwithstanding establishing interconnection trunking to AT&T-9STATE's local tandems, Sprint must also establish interconnection trunking to AT&T-9STATE access tandems within the LATA on which Sprint has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to connections located at the access tandems.. Toll traffic routed to the local tandem in error will not be backhauled to the AT&T-9STATE		

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			<u>access tandem for completion.</u> <u>2.9.12 Other Interconnection Trunk Groups</u> <u>2.9.12.a Third Party Trunk Groups shall be two-way trunks and must be ordered by Sprint to deliver and receive traffic that neither originates with nor terminates to an ATT 9-STATE End User, including interexchange traffic (whether IntraLATA or InterLATA) to/from Sprint End Users and IXCs. . Establishing Third Party Trunk Groups at Access and Local Tandems provides Intra-Tandem Access to the Third Party also interconnected at those Tandems. Sprint shall be responsible for all recurring and nonrecurring charges associated with the traffic transported over these Third Party Trunk Groups.</u>		
AT&T Ntwk Int Issue 7	Network Interconnection (Attachment 3) – Part A – Section 2.9.12	AT&T Issue: Should the Agreement include terms for interconnecting with AT&T's Operator Services / Directory Assistance switches?	<u>2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)</u> <u>2.9.12.3.a Requirements to Physically Interconnect:</u> <u>2.9.12.3.a.1 This Section describes the Parties' physical interconnection and trunking requirements for a Facility-Based CLEC that wishes to interconnect with AT&T-9STATE's OS/DA switches 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</u>	Yes. The Agreement should include terms for interconnecting with AT&T's Operator Services / Directory Assistance switches in the event the CLEC desires to utilize this service.	

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			<u>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 .Because Sprint's switch may serve End Users in more than one LATA, the Parties agree that Sprint's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of Sprint's switch. To the extent Sprint is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, 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.</u> <u>2.9.12.3.a.2 The Parties will establish an OS/DA demarcation point at the AT&T-9STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:</u> <u>2.9.12.3.a.2.1 The size and type of facilities needed to carry Sprint's switch-based OS/DA traffic;</u> <u>2.9.12.3.a.2.2 Whether Sprint wishes to interconnect for only OS, or only DA, or both;</u> <u>2.9.12.3.a.2.3 Whether Sprint or Sprint's Affiliate is collocated in an AT&T-9STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and</u> <u>2.9.12.3.a.2.4 Whether Sprint or Sprint's Affiliate already has existing OS/DA facilities in place to the AT&T-9STATE's OS/DA</u>		

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			<u>platforms.</u> <u>2.9.12.3.a.3 Sprint shall be financially responsible for the transport facilities to the AT&T-9STATE's switch(es). Sprint may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-9STATE's intrastate Special Access Tariff.</u> <u>2.9.12.3.1 If AT&T-9STATE provides Inward Assistance Operator Services for Sprint, Sprint will initiate an ASR for a two-way trunk group from its designated operator services switch to the AT&T-9STATE Operator Services Tandem utilizing MF signaling.</u> <u>2.9.12.3.2 If AT&T-9STATE provides Directory Assistance and/or Operator Services for Sprint , the following trunk groups are required:</u> <u>2.9.12.3.3 Directory Assistance (DA):</u> <u>2.9.12.3.3.1 Sprint may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-9STATE Operator Services Tandem in the LATA for the NPA Sprint wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.</u> <u>2.9.12.3.4 Directory Assistance Call Completion (DACC):</u>		

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			<u>2.9.12.3.4.1 Sprint may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-9STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.</u> <u>2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):</u> <u>2.9.12.3.5.1 Where available, when AT&T-9STATE's operator is under contract to verify the Busy Line or Emergency Interrupt status of the Sprint End Users, AT&T-9STATE will utilize a segregated one-way BLV trunk group with MF signaling from AT&T-9STATE's Operator Services Tandem to Sprint's switch serving End Users in that LATA. Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.</u> <u>2.9.12.3.6 Operator Assistance (0+, 0-):</u> <u>2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint switch to AT&T-9STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate</u>		

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			<u>traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use bercode and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.</u>		
AT&T Ntwk Int Issue 8	Network Interconnection (Attachment 3) – Part A – Sections 2.5	Sprint Issue: What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups? AT&T Issue: What is the appropriate definition of	<u>2.5 Interconnection Facilities.</u> <u>2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. AT&T 9-STATE will provide out-of-band signaling using Common Channel Signaling Access Capability where Technically Feasible, AT&T 9-STATE and Sprint Facilities' shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when Technically Feasible. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased for use as Interconnection Facilities will apply, subject to the rates, terms and conditions set forth in this Agreement.</u>	Interconnection facilities are non-directional. Interconnection trunking along with directionality of traffic is addressed in Section 2.9, Issue 6 above.	As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f).

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		Interconnection Facility?			
AT&T Ntwk Int Issue 9	Network Interconnection (Attachment 3) – Part A – Sections 2.5.3, 2.6, 2.9, 6.4	How are Interconnection Facilities Costs apportioned between the Parties? Sprint Issue: Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?	<i>2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:</i> <i>(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.</i> (b) Sprint Switch Location, When a Sprint switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such CLEC switch in that LATA. When a Sprint switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI. <i>(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will,</i>	AT&T responds to each of Sprint's proposed subsections as follows: (a) This Agreement is CLEC specific and should not include CMRS language. (b) AT&T agrees with Sprint's Item (b). (c) and (d) the application of a Percent Local Facility (PLF) factor determines the respective portion to be billed per the local jurisdiction rate (see Issue 22 (PLF)). (e) Transit Service is not provided in this Agreement as described in Issue 1 above. AT&T provides Transit Service via a commercial agreement and that agreement has been provided to Sprint for review. (f) each Party as an originating	47 C.F.R. § 51.703(b) prohibits AT&T from charging Sprint for traffic originated on AT&T's network; and, as the provider of Interconnection Facilities, AT&T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint "the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&T's network]." As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. <i>Mountain Communications, Inc. v. FCC</i>, 355 F.3d 644 (D.C. 2004).

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			<i>based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor".</i> <i>(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,</i> <i>(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i> <i>(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.</i> <i>(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per</i>	Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. AT&T requests all carriers to establish direct end office trunks (DEOTs) at a DS1 threshold, which is the threshold it uses to determine when AT&T must establish DEOTs itself. DEOTs are necessary to protect AT&T's network and minimize tandem exhaust.	

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			<i>minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.</i> <i>(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.</i> <u>2.6.1 For purposes of call transport and termination, Sprint as the originating party may obtain Entrance Facilities from AT&T-9STATE pursuant to the applicable AT&T-9STATE tariff in conjunction with Interconnection Facilities to interconnect with AT&T-9STATE as set forth in the Pricing Schedule.</u> <u>2.9.11 Direct End Office Interconnection Trunking (DEOT)</u> <u>2.9.11.1 Direct end office trunks transport traffic between a Sprint</u>		

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			<u>switch and a AT&T-9STATE end office and are not switched at a Tandem location. When actual or projected End Office Traffic requires twenty-four (24) or more trunks Sprint shall establish a one-way DEOT in AT&T-9STATE (except where the parties have agreed to use two-way trunks.) Once such trunks are provisioned, traffic from Sprint to AT&T-9STATE must be redirected to route first to the DEOT with overflow from either end of the direct end office trunk group alternate routed to the appropriate AT&T-9STATE Tandem that switches traffic If an . AT&T-9STATE End Office does not subtend an AT&T-9STATE Tandem that switches traffic, a direct final DEOT will be established by Sprint and there will be no overflow of traffic. The overflow will be based on the homing arrangements displayed in the LERG.</u> <u>2.9.11.2 All traffic received by AT&T-9STATE on a direct end office trunk group from Sprint must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the AT&T-9STATE end office shall be mutually agreed upon by the Parties.</u> <u>2.9.11.3 If a AT&T-9STATE tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint and AT&T-9STATE subscribers.</u> <u>2.9.11.4 When end office trunking is ordered by AT&T-9STATE to deliver AT&T-9STATE originated traffic to Sprint, AT&T-9STATE will provide overflow routing through AT&T-9STATE tandems consistent</u>		

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			<u>with how AT&T-9STATE overflows its traffic. The overflow will be based on the homing arrangements Sprint displays in the LERG. Likewise, if Sprint interconnects to a AT&T-9STATE end office for delivery of Sprint originated traffic, Sprint may overflow the traffic through the AT&T-9STATE tandems based on the AT&T-9STATE homing arrangements shown in the LERG.</u> <u>2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.</u> <u>6.4 Percent Local Facility. AT&T-9STATE and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors Reporting Guide used in the provision of Local Interconnection Trunks. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint CLEC with the calculated PLF</u>		

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			<u>factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.</u>		
AT&T Ntwk Int Issue Ntwk Int Issue 10	Network Interconnection (Attachment 3) – Parts A and B – Sections 2.5.4, 6.8, 6.9	Sprint Issue: What, if any restrictions may be imposed on the type of Authorized	<u>2.5.4 Use of Interconnection Facilities.</u> <u>(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.</u>	(a) and (b) The Agreement is between AT&T and Sprint, a Competitive Local Exchange Carrier. Therefore, the traffic exchanged between the Parties through the	Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&T to restrict the nature of

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		Services traffic that can be exchanged over the Facilities? AT&T Issue: What are the appropriate forms of traffic exchange over the local exchange facilities?	<i>(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.</i> <i>(c) Jointly Provided Switched Access. When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.</i> <i>(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.</i>	implementation of this Agreement is wireline traffic. (c) See related issue 19 (Switched Access). (d) This Agreement does not include Transit Service provisions (see Issue 1)	Authorized Services traffic that Sprint may exchange over Interconnection Facilities. Notwithstanding AT&T's stated position that "[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups", AT&T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&T to avoid doing so. Thus, AT&T cannot even comply with its own stated position.

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			<u>Introduction:</u> <u>1. The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access).</u>		
AT&T Ntwk Int Issue 11	Network Interconnection (Attachment 3) – Part A – Section 2.7	What language is appropriate in the Agreement to address Fiber Meet Interconnection?	2.7 Fiber Meet Interconnection <u>2.7.1 Fiber Meet Interconnection between AT&T 9-STATE and Sprint can occur at any Technically Feasible point between Sprint premises and an AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.</u> <u>2.7.2 If Sprint elects to Interconnect with AT&T 9-STATE pursuant to a Fiber Meet, the Parties shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of Authorized Services traffic via designated Facilities at Technically Feasible transmission speeds as mutually agreed to by the Parties. The Parties shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).</u> <u>2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither</u>	AT&T's language is most appropriate for the Agreement. Sprint's language uses terms such as "MTAs" and "Authorized Services" which are not appropriate in this CLEC Agreement (see Sprint's Sections 2.7.1, 2.7.2 and 2.7.12). While AT&T agrees that Sprint should be allowed to maintain existing interconnection arrangements (See Issue 4), Sprint's language would require AT&T to install and maintain facilities on Sprint's side of the POI. AT&T's language more appropriately places the burden of each carrier's facilities on its respective side of the POI.	Sprint's Fiber Meet language incorporates the appropriate use of defined terms.

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			<i>shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.</i> <i>(a) Design One: Sprint's fiber cable (four fibers) and AT&T 9-STATE's fiber cable (four fibers) are connected at a Technically Feasible point between Sprint and AT&T 9-STATE locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point Meet Point.</i> <i>(b) Design Two: Both Sprint and AT&T 9-STATE each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint and AT&T 9-STATE. AT&T 9-STATE will provide the fibers associated with the "working" side of the system. Sprint will provide the fibers associated with the "protection" side of the system. Sprint and AT&T 9-STATE will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.</i> <i>2.7.4 AT&T 9-STATE shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting AT&T 9-STATE Central Office.</i>		

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			<i>2.7.5 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting Sprint Central Office.</i> <i>2.7.6 Sprint and AT&T 9-STATE may mutually agree upon a Technically Feasible Point of Interconnection outside the Interconnecting AT&T 9-STATE Central Office as a Fiber Meet point. AT&T 9-STATE shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. AT&T 9-STATE shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint, Point of Interconnection to AT&T 9-STATE).</i> <i>2.7.7 Sprint shall deliver and maintain Sprint's fiber optic Facility wholly at its own expense. Upon verbal request by Sprint, AT&T 9-STATE shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</i> <i>2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint and AT&T 9-STATE agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.</i> <i>2.7.9 Sprint and AT&T 9-STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each</i>		

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			<i>Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint and AT&T 9-STATE will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and AT&T 9-STATE.</i> <i>2.7.10 Sprint and AT&T 9-STATE shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.</i> <i>2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.</i> <i>2.7.12 Neither Sprint or AT&T 9-STATE shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of Authorized Services traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.</i> <u>2.7.1 Fiber Meet Point:</u> <u>2.7.1.1 Fiber Meet Point between AT&T-9STATE and Sprint can occur at any mutually agreeable and technically feasible point at an AT&T-9STATE Tandem or End Office building within each LATA.</u> <u>2.7.1.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain</u>		

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			<u>SONET system must be utilized (in a Unidirectional Path Switched Ring (UPSR) software configuration for AT&T- 9STATE. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.</u> <u>2.7.1.3 Neither Party will be allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.</u> <u>2.7.1.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.</u> <u>2.7.1.5 In addition to the semi-annual trunk forecast process discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).</u> <u>2.7.1.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.</u> <u>2.7.1.7 CLEC will provide fiber cable to the last entrance (or AT&T- 9STATE designated) manhole at the AT&T-9STATE Tandem or End Office building. AT&T-9STATE shall make all necessary preparations in the manhole to receive and to allow and enable</u>		

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			<u>CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-9STATE to pull through to the AT&T-9STATE cable vault. CLEC shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T-9STATE's Tandem or End Office building at the cable vault at AT&T-9STATE's expense. In this case, the POI shall be at the AT&T-9STATE designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.</u> <u>2.7.1.8 Sprint and AT&T-9STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below in this document.</u> <u>2.7.1.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-9STATE will provide any multiplexing required for DS1 facilities or trunking at its end and Sprint will provide any DS1 multiplexing required for facilities or trunking at its end.</u>		
AT&T Ntwk Int Issue 12	Network Interconnection (Attachment 3) – Part A – Section 2.9	Sprint Issue: What is the appropriate price for Facilities / Trunking,	<i>2.9 Interconnection Facilities/Arrangements Rates and Charges.</i> <i>2.9.1 AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements</i>	The local interconnection facilities for the wireline traffic in this agreement will be provided at rates provided in the applicable AT&T tariff. See related Issue 3. AT&T	47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the

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		TELRIC or Market? Is it permissible to price interconnection facilities for CMRS carriers at market based rates? AT&T Issue: Should interconnection facilities be priced at cost based rates, and if so, what are those rates?	<i>("Interconnection-Related Services") that AT&T provides to Sprint shall be at <u>the lowest of the following Rates/Charges:</u></i> <i>a) The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</i> <i>b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</i> <i>c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;</i> <i>d) AT&T 9-STATES' tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,</i> <i>e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost</i>	disagrees with Sprint's language with the exception of Sprint's Section 2.9.4. The purpose of the Agreement is to provide contractual certainty for a set period of time. Sprint is not entitled to 'cherry-pick', at its convenience, any better pricing it may deem desirable at some unknown point in the future. If Sprint seeks rates that differ from the Commission-approved cost-based rates AT&T proposes, Sprint must provide support for such rates in the form of a cost-study, supporting what it believes are appropriate forward-looking costs. Sprint has made no such showing, and, therefore, the agreement should reflect current and approved rates as they exist today.	just and reasonable rate for Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC's pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing. In the absence of lower, current TELRIC pricing (i.e., updated since the AT&T/BellSouth merger) AT&T should be required to offer Interconnection Facilities at interim rates that are no higher than AT&T's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that

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			<i>proceeding as may be ordered by the Commission.</i> <i>2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.</i> <i>2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.</i> <i>2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General</i>		current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing. Further, if AT&T provides interconnection arrangements to any carrier that is lower than either a) existing AT&T Interconnection Facility TELRIC pricing, or b) AT&T's tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing.

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			<i>Terms and Conditions and Attachment 7.</i>		
AT&T Ntwk Int Issue 13	Network Interconnection (Attachment 3) – Part A – Sections 2.9, 3	What Network Management provisions should be included? What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups? What are the appropriate trunk blocking objectives?	3. Network Management <i>3.1 The Parties will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. AT&T 9-STATE will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.</i> <i>3.2 Blocking. The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</i> <i>3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i>	The language should be detailed and include specific requirements such as sizing, notification intervals for new trunks, ongoing projects, etc. Sprint should establish Mass Calling trunks as insurance to protect the network from Mass Calling events. Though rare, there have been instances where congestion due to Mass Calling events have caused major network blockages. The table in AT&T's language has a maximum quantity of 9 trunks per 75,000 customers served for each switch Sprint operates in Tennessee.	Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity. Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.

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			<i>3.3 Network Congestion. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.</i> <i>3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.</i> <i>3.4 Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.</i> <i>3.5 Signaling. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP)</i>		

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			<i>messages to facilitate full interoperability of CCS-based features between the respective networks.</i> <i>3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.</i> <i>3.7 The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where AT&T 9-STATE provides recording capabilities. This exchange of information is required to enable each Party to bill properly.</i> <u>2.9.12.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group</u> <u>2.9.12.2.1 Intentionally left blank.</u> <u>2.9.12.2.2 Sprint shall establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass</u>		

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			<u>Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.</u> <u>2.9.12.2.2.a Upon demonstration that the CLEC switch is unable to utilize MF signaling, the CLEC may utilize SS7 signaling for its HVCI/Mass Calling Trunk Group</u> <u>2.9.12.2.2.b The HVCI trunk group shall be sized as follows</u> <table><tr><th><u>Number of Access Lines Served</u></th><th><u>Number of Mass Calling Trunks</u></th></tr><tr><td><u>0 – 10,000</u></td><td><u>2</u></td></tr><tr><td><u>10,001 – 20,000</u></td><td><u>3</u></td></tr><tr><td><u>20,001 – 30,000</u></td><td><u>4</u></td></tr><tr><td><u>30,001 – 40,000</u></td><td><u>5</u></td></tr><tr><td><u>40,001 – 50,000</u></td><td><u>6</u></td></tr><tr><td><u>50,001 – 60,000</u></td><td><u>7</u></td></tr><tr><td><u>60,001 – 75,000</u></td><td><u>8</u></td></tr><tr><td><u>75,000+</u></td><td><u>9 Maximum</u></td></tr></table> <u>2.9.12.2.3 If Sprint should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint shall notify AT&T-9STATE at least sixty (60) days</u>	<u>Number of Access Lines Served</u>	<u>Number of Mass Calling Trunks</u>	<u>0 – 10,000</u>	<u>2</u>	<u>10,001 – 20,000</u>	<u>3</u>	<u>20,001 – 30,000</u>	<u>4</u>	<u>30,001 – 40,000</u>	<u>5</u>	<u>40,001 – 50,000</u>	<u>6</u>	<u>50,001 – 60,000</u>	<u>7</u>	<u>60,001 – 75,000</u>	<u>8</u>	<u>75,000+</u>	<u>9 Maximum</u>		
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			<u>in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-9STATE HVC/Mass Calling Serving Office to Sprint's End User's serving office Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group</u> <u>2.9.12.2.4 Intentionally left blank.</u> <u>2.9.12.2.5 Where AT&T-9STATE and Sprint both provide HVC/Mass Calling trunking, both parties trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.</u> <u>2.9.12.3.7 Trunk Design Blocking Criteria</u> <u>2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).</u> <u>TABLE 1</u> <table><tr><th><u>Trunk Group Type</u></th><th><u>Design Blocking Objective</u></th></tr><tr><td><u>Local Tandem</u></td><td><u>1%</u></td></tr><tr><td><u>Local Direct End Office (Primary High)</u></td><td><u>ECCS*</u></td></tr><tr><td><u>Local Direct End Office (Final)</u></td><td><u>2%</u></td></tr><tr><td><u>IntraLATA</u></td><td><u>1%</u></td></tr></table>	<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>	<u>Local Tandem</u>	<u>1%</u>	<u>Local Direct End Office (Primary High)</u>	<u>ECCS*</u>	<u>Local Direct End Office (Final)</u>	<u>2%</u>	<u>IntraLATA</u>	<u>1%</u>		
<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>														
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			Local/IntraLATA 1% InterLATA (Meet Point) Tandem 0.5% 911 1% Operator Services (DA/DACC) 1% Operator Services (0+, 0-) 0.5% Busy Line Verification-Inward Only 1% <u>*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.</u> <u>2.9.13 Trunk Servicing</u> <u>2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.</u> <u>2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form. Both Parties reserve the right to issue applicable ASRs if</u>		

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			<u>so required in the normal course of business.</u> <u>2.9.13.2a Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service</u> <u>2.9.13.2a.1 In A Blocking Situation (Over-utilization)</u> <u>2.9.13.2a.1.1 In a blocking situation, Sprint is responsible for issuing ASRs on all two-way Local Only, Local Interconnection, Third Party Trunk Groups and one-way Sprint originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-9STATE will issue a TGSR. Sprint will issue an ASR within three (3) business days after receipt and review of the TGSR. Sprint will note "Service Affecting" on the ASR.</u> <u>2.9.13.2a.1.2 In a blocking situation, AT&T-9STATE is responsible for issuing ASRs on one-way AT&T-9STATE originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, Sprint will issue a TGSR. AT&T-9STATE will issue an ASR within three (3) business days after receipt and review of the TGSR</u> <u>2.9.13.2a.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR may be sent to Sprint for the final trunk group and all subtending high usage trunk groups that are contributing any amount of overflow to the alternate final route</u>		

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			<u>2.9.13.2a.1.4 If a direct final Third Party Trunk Group is at ninety percent (90%) utilization, a TGSR may be sent to CLEC</u> <u>2.9.13.2a.2 Underutilization</u> <u>2.9.13.2a.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Third Party Trunk Groups exist when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:</u> <u>2.9.13.2a.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group is under eighty percent (80%) for AT&T 9-STATE, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group, Third Party Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T 9-STATE. In all cases, grade of service objectives shall be maintained.</u> <u>2.9.13.2a.2.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups, Third Party Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.</u> <u>2.9.13.2a.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.</u>		

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			<u>2.9.13.2a.1.4 If AT&T-9STATE does not receive an ASR, or if Sprint does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-9STATE will attempt to contact Sprint to schedule a joint planning discussion. If Sprint will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-9STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups or Third Party Trunk Groups</u> <u>2.9.13.2b The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-9STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt will require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.</u> <u>2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within three (3) business days from receipt of a valid error free ASR. A project is defined a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling</u>		

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			<u>area. Blocking situations and projects shall be managed through the AT&T-9STATE Interconnection Trunking Project Management group and Sprint 's equivalent trunking group.</u> <u>2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.</u> <u>2.9.14 Projects:</u> <u>2.9.14.1 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-9STATE and Sprint work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Third Party Third Party Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.</u> <u>2.9.14.1.1 Orders that comprise a project, i.e. greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.</u> <u>2.9.14.2 Projects -Tandem Rehomes/Switch Conversion/Major Network Projects:</u> <u>2.9.14.2.1 AT&T-9STATE will advise Sprint of all projects</u>		

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			<u>significantly affecting Sprint trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T-9STATE may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Sprint trunk group and will specify the required Sprint ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-9STATE ceasing to deliver traffic until the ASR(s) are received and processed.</u> <u>3. Network Design And Management For CLEC Interconnection</u> <u>3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks</u> <u>3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. AT&T-9STATE will provide out-of-band signaling using Common Channel Signaling Access Capability</u>		

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			<u>where technically feasible and economically practicable. AT&T-9STATE Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.</u> <u>3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.</u> <u>3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.</u> <u>3.4.1 Restrictive Controls</u> <u>3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint and AT&T-9STATE will immediately notify each other of any protective control action planned or executed.</u> <u>3.4.2 Expansive Controls</u> <u>3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns.</u>		

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			<u>Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.</u> <u>3.4.3 Mass Calling</u> <u>3.4.3.1 Sprint and AT&T-9STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.</u> <u>3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.</u> <u>3.5.1 Sprint shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-9STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection</u>		

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			<u>("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.</u> <u>3.5.2 Signaling Call Information. AT&T-9STATE and Sprint will send and receive 10digits for Local Traffic. Additionally, AT&T-9STATE and Sprint will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.</u> <u>3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA</u>		

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			<u>TECHNOLOGIES at 1-800-521-2673.</u> 3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint may request additional traffic data via the Network Usage Information Service offered in Section A32 of the AT&T-9STATE state General Subscriber Service Tariff. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions - Part A of this Agreement. 3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section		

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			<u>shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.</u> <u>3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.</u>		
AT&T Ntwk Int Issue 14	Network Interconnection (Attachment 3) – Part B – Section 6 and Pricing Schedule	A) Sprint Issue: Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities? If more than two categories of authorized Services traffic and corresponding rates are required, how	6. Authorized Services Traffic Per Minute Usage. 6.1 Classification of Authorized Services Traffic Usage. <i>[If only two billable categories are deemed necessary]</i> <i>Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services Terminated Traffic (which includes Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i> <i>[If more than two billable categories are deemed necessary]</i> <i>Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service</i>	A) This Agreement addresses wireline traffic and does not address wireless traffic exchanged between the Parties. 'Authorized Services' is not appropriate in this Agreement as it does not apply to wireline traffic. AT&T's proposed traffic categories identify the various categories of wireline traffic, including but not limited to Section 251(b)(5) Traffic ("Local Traffic"), ISP-bound traffic, intraLATA toll traffic and Foreign Exchange traffic. It is necessary to delineate the various categories of traffic, as intercarrier compensation applies differently to each. For example, Local Traffic	A) Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of: 1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit charge. If more than two (2) billable Authorized Services Traffic categories must be used, Sprint's language identifies each of the appropriate categories for classifying traffic under this Agreement. B) This section

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		should Authorized Services traffic be categorized? A) AT&T Issue: What is the appropriate language to be included in the Agreement to address how different categories of traffic are treated for compensation? B) Sprint Issue: For each category of Authorized Services traffic, what compensation is due from each Party to the other?	<i>Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i> <i>6.2 Authorized Services Traffic Usage Rates.</i> <i>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</i> <i>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</i> <i>[If only two billable categories are deemed necessary]</i> <i>Terminated Traffic Rate</i> <i>Transit Service Rate</i> <i>[If more than two billable categories are deemed necessary]</i> <i>Telephone Exchange Service Rate</i> <i>Telephone Toll Service Rate</i> <i>Information Services Rate</i> <i>Interconnected VoIP Rate</i>	may be compensated at TELRIC-based rates or the FCC ISP compensation rate of \$0.0007 per Minute of Use (MOU), ISP-bound Traffic should be compensated at the FCC ISP compensation rate of \$0.0007 per MOU, and Interexchange traffic at tariffed interstate or intrastate switched access rates. Transit service is addressed in AT&T's proposed commercial agreement which has been provided to Sprint (See Issue 1). Sprint's proposal of one "unified rate for all non-transit traffic" upsets the current intercarrier compensation regime which applies different compensation for different categories of traffic, potentially allowing Sprint a competitive advantage relative to all other carriers in Tennessee. Sprint has made no showing as to the appropriateness of its proposed unified rate, and	establishes the application of the Conversation (MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application. C) Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the \$.0007 ISP rate, or c) at a TELRIC rate. Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T's costs to terminate an interMTA MOU is exactly the same as its costs to terminate an

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		B) AT&T Issue: What are the appropriate terms and conditions for intercarrier compensation for Section 251(b)(5) Traffic and ISP-Bound Traffic? C) Sprint Issue: What is the a) fair and reasonable, or b) TELRIC rate where applicable for each category of compensable traffic? Sprint Issue: What Pricing sheet provisions are appropriate? C) AT&T Issue: What are the appropriate rates for	<i>Transit Service Rate</i> <i>6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</i> <i>a) The Rate contained in the Pricing Schedule attached hereto;</i> <i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i> <i>c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i> <i>d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i> <i>6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date</i>	the rate is unsupported in showing that it would appropriately allow the terminating carrier to recover costs incurred in terminating traffic originated from the other Party. AT&T's language is most appropriate for inclusion in the agreement. B) The Parties should compensate each other in a consistent manner for Section 251(b)(5) Traffic and ISP-Bound Traffic that each Party originates and terminates directly to the other Party, using either Commission-approved reciprocal compensation rates or the FCC ISP compensation rate for Section 251(b)(5) Traffic, and the FCC ISP compensation rate of \$0.0007 per MOU for ISP-bound traffic. Though Sprint's proposal for one as-yet undetermined unified rate for all traffic is unreasonable	intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call. Wireline Telephone Toll Service traffic is subject to each parties' applicable access tariff rates. Whether the traffic is a wireless or wireline call:

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		facilities and usage?	<i>of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.</i> <i>6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.</i> PRICING SHEET <i>Unless expressly identified to be a "Negotiated" Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.</i> <i>A. Interconnection Facility/Arrangements Rates will be provided at the lower of:</i> <i>- Existing Prices;</i> <i>- Negotiated Prices [TBD];</i> <i>- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i> <i>- AT&T Tariff Prices at 35% reduction;</i> <i>- AT&T TELRIC Prices [TBD]</i> <i>B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:</i> <i>- Negotiated Prices [TBD];</i> <i>- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</i> <i>- AT&T TELRIC Prices [TBD]</i>	and unsupported, the FCC's ISP compensation rate of \$0.0007 per MOU for both Section 251(b)(5) and ISP-Bound traffic is appropriate and in accordance with the FCC's ISP Remand Order. The term "Authorized Services" is not applicable in this wireline Agreement. The purpose of the interconnection agreement is to provide contractual certainty for a set period of time. Sprint is not entitled to cherry-pick, at its convenience, any better pricing it may deem desirable at some unknown point in the future. If Sprint seeks rates that differ from the Commission-approved cost based rates AT&T proposes, Sprint must provide support for such rates in the form of a cost-study supporting what it believes are appropriate forward-looking costs. Sprint has made no showing, and therefore the Agreement	1) The FCC rate for ISP Information Service traffic is \$.0007; 2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and, 3) Transit Service traffic is subject to a TELRIC Rate. Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues. Usage Rates: Sprint is

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			<i>Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:</i> <i>1) Wireless:</i> - <i>IntraMTA Rates:</i> Type 2A: [TBD*] Type 2B: [TBD*] - <i>Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]</i> - <i>Land-to-Mobile Terminating InterMTA Factor: 2%</i> <i>2) Wireline:</i> - <i>Telephone Exchange Service Rate: [TBD*]</i> - <i>Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate</i> <i>3) As to following type of traffic, whether wireless or wireline traffic:</i> - <i>Information Services Rate: .0007</i> - <i>Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.</i> - <i>Transit Service Rate: [TBD*]</i> <u>6. Interconnection Compensation</u> <u>6.1a Responsibilities of the Parties</u>	should reflect current and approved rates as they exist today. Transit service (see AT&T Issue 1 above) is not part of this Agreement and is offered to Sprint via a commercial agreement. C) This agreement should address wireline traffic exchange. It should not include terms and conditions for wireless traffic exchange. Further, per AT&T Issue 1 above, this agreement does not address Transit as AT&T provides that service via a separate commercial agreement. See Pricing Schedule contained in the Agreement and the applicable AT&T tariff.	willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as "Negotiated Rates" to avoid need for updated AT&T TELRIC studies: 1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate \$0.00035 - OR - 2) All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.00035 End Office; and, Transit Service Rate \$0.00035 - OR - 3) A. Wireless: - IntraMTA Rates: Type 2A: \$0.0007 Type 2B: \$0.00035 - Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014; - Land-to-Mobile

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			<u>6.1a.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.</u> <u>6.1a.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u> <u>6.1a.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T SOUTHEAST REGION 9-STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.</u>		Terminating InterMTA Factor: 2%; B. Wireline - Telephone Exchange Service Rate: \$0.0007; - Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate; C. Either Wireless or Wireline: - Information Services Rate: No Rate - Bill and Keep; - Interconnected VoIP Rate: No Rate - Bill and Keep; and, - Transit Service Rate: \$0.0003.5

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			<u>6.1a.4 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Sections below.</u> <u>6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u> <u>6.1a.6 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.</u>		

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			<u>6.1a.7 To the extent that the Parties are not currently exchanging traffic in a given LATA or local calling area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the Interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.</u> <u>6.1a.8 The Parties acknowledge that Section 6 addresses the method of compensation for traffic properly exchanged by the Parties under this Agreement.</u> <u>6.1b Reciprocal Compensation for Termination of Section 251(b)(5) Traffic:</u> <u>6.1b.1 AT&T-9STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the effective date of the AT&T-9STATE Agreement in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.</u> <u>6.1b.2 Multiple Tandem Access (MTA) Interconnection (AT&T SOUTHEAST REGION 9-STATE)</u>		

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			<u>6.1b.2.1 Compensation for MTA shall be at the applicable Tandem Switching and transport charges specified in Pricing Schedule and shall be billed in addition to any call transport and termination charges.</u> <u>6.1b.2.2 To the extent CLEC routes its traffic in such a way that utilizes AT&T SOUTHEAST REGION 9-STATE's MTA service without properly ordering MTA, CLEC shall pay AT&T SOUTHEAST REGION 9-STATE the associated MTA charges.</u> <u>6.1c Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan:</u> <u>6.1c.1 The rates, terms and conditions set forth in Section 6.1c shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties. All ISP-Bound Traffic is subject to the rebuttable presumption.</u> <u>6.1c.2 Intercarrier Compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic:</u> <u>6.1c.2.1 The rates, terms, and conditions in Section 6.1c apply to the termination of all Section 251(b)(5) Traffic, as defined in General Terms and Conditions – Part B Definitions (GTC Part B), and ISP-Bound Traffic as defined GTC Part B. ISP-Bound Traffic is subject to the rebuttable presumption.</u> <u>6.1c.2.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a MOU basis per the Pricing Schedule.</u>		

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			<u>6.1c.2.3 Payment of Inter-carrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a Tandem Switch or directly to an End Office switch.</u> <u>6.1c.3 For purposes of this Section 6.3.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 6.1g.</u> <u>6.1c.3.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth above.</u> <u>6.1d Other Telecommunications Traffic:</u> <u>6.1d.1 Except as set forth above, the terms of this Attachment are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Attachment. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.</u> <u>6.1d.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone</u>		

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			<u>numbers with rating and routing points that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls, and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:</u> 6.1d.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. <u>Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.</u> 6.1d.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. <u>Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or</u>		

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			<u>End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.</u> <u>6.1d.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-9STATE.</u> <u>6.1d.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.</u> <u>6.1d.2.4 Segregating and Tracking FX Traffic:</u> <u>6.1d.2.4.1 For AT&T-9STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX usage summary which includes a ten (10) digit telephone number level detail of the MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.</u> <u>6.1d.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-9STATE.</u>		

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			<u>6.1d.2.4.3 In AT&T-9STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.</u> <u>6.1d.2.4.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.</u>		

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			<u>6.1d.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.</u> <u>6.1d.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in GTC Part B could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 6.1b 6.2 above and Section 6.1c 6.3 above not apply, including but not limited to ISP calls that meet the definitions of:</u> <u>6.1d.4.1 FX Traffic</u> <u>6.1d.4.2 Optional EAS Traffic</u> <u>6.1d.4.3 IntraLATA Toll Traffic</u> <u>6.1d.4.4 800, 888, 877, ("8YY") Traffic</u> <u>6.1d.5 The Parties agree that, for the purposes of this Attachment, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Section 6.1b above and Section 6.1c above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.1d.2 above; (b) 8YY Traffic are set forth in Section 6.8 below; and/or (c) IntraLATA Toll Traffic are set forth in Section 6.11 below.</u>		

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			<u>6.1e Intentionally Left Blank.</u> <u>6.1f Compensation for Origination and Termination of InterLATA Traffic:</u> <u>6.1f.1 Where CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, CLEC must purchase feature group access service from AT&T-9STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.</u> <u>6.1g Billing Arrangements for Termination of Section 251(b)(5) Traffic and ISP-Bound Traffic</u> <u>6.1g.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u> <u>6.1g.2 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u> <u>6.1g.3 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment,</u>		

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			<u>late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.</u> <u>6.1g.4 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u> <u>6.1.4 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of</u>		

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			<u>reciprocal compensation.</u> 6.1.5 For AT&T-9STATE and Sprint traffic, the jurisdiction of a call is <u>determined by its originating and terminating (end-to-end) points, not the telephone number dialed.</u> 6.1.5.1 <u>Intentionally left blank.</u> 6.1.5.2 <u>Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.</u> 6.8 Compensation for CLEC IntraLATA Toll Traffic 6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, <u>CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA, where one of the locations lies outside of the mandatory local calling areas as defined by the Commission and results in intraLATA toll charges being billed to the originating end user by the originating Party.</u> 6.8.2 Compensation for CLEC IntraLATA Toll Traffic. <u>For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</u> 6.8.2.1 <u>In AT&T-9STATE, each Party, unless otherwise agreed to</u>		

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			<u>by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u> 6.1h Primary Toll Carrier Arrangements: 6.1h.1 A Primary Toll Carrier (PTC) is a company that provides <u>IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated, and AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:</u> 6.1h.1.1 <u>AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T</u>		

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			<u>SOUTH CAROLINA, and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC for this PTC traffic as it would for AT&T-9STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-9STATE.</u> <u>6.1h.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T KENTUCKY, , AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-9STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.</u> 6.1i <u>Intrastate IntraLATA</u>		

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			<u>6.1i.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-9STATE's tariff in whose exchange area the End User is located.</u> <u>6.1i.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-9STATE's tariff in whose exchange area the End User is located.</u> <u>6.1i.3 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u> <u>6.1i.4 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment,</u>		

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			<u>late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.</u> <u>6.1i.5 For billing disputes arising from Inter-carrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u> 6.8.4 Records for 8XX Billing. Each Party (AT&T-STATE and Sprint)		

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			<u>will provide to the other the appropriate IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.</u> 6.8.5 <u>IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.</u> 6.8.6 <u>8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling</u>		

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			<u>Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.</u> <u>6.9 Switched Access Service for Sprint and AT&T-9STATE</u> <u>6.9.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch.. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access</u>		

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			<u>Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</u> <u>6.9.1.1 IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,</u> <u>6.9.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-9STATE End User that obtains local dial tone from AT&T-9STATE where AT&T-9STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;</u> <u>6.9.1.3 Switched Access Traffic delivered to AT&T-9STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or</u> <u>6.9.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.</u> <u>6.9a Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).</u>		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>6.9a.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.</u> <u>6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch,</u>		

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			<u>each Party will provide its own access services to the IXC on a Multi-Bill/Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</u> <u>6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</u>		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u> <u>6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</u> <u>6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</u> <u>6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</u> <u>6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.</u> <u>6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall</u>		

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			<u>not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).</u> 6.13 Reservation of Rights and Specific Intervening Law Terms 6.13.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 6.3 above of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) calendar days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) calendar days of the effective date of the order, or be subject to dispute under the General Terms and Conditions of this Agreement.		
AT&T	Network	Sprint Issue:	<u>6.3 Recording and Billing for Authorized Services Traffic.</u>	'Authorized Services' is not	

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15	Interconnection (Attachment 3) Part B – Section 6.3	What billing and recording provisions are appropriate?	<u>6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.</u> <u>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</u> <u>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</u> <u>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</u> <u>6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate.</u> <u>6.3.6 Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</u>	appropriate in this Agreement as it does not apply to wireline traffic. AT&T's language is most appropriate as it covers in more detail the Parties' responsibilities. See related Issue 22. In addition, AT&T has proposed its language in Attachment 7 – Billing.	

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			6.3.7 Conversion to Bill and Keep for Telephone Exchange Service Traffic. [Separate Issue Below.] 6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7. 6.1g Billing Arrangements for Termination of Section 251(b)(5) Traffic and ISP-Bound Traffic 6.1g.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic. These Recordings are the basis for each Party to generate bills to the other Party. 6.1g.2 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. 6.1g.3 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for		

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			<u>Section 251(b)(5) Traffic under this Attachment.</u> <u>6.1g.4 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the “Non-Paying Party”) may withhold payment for the amounts in dispute (the “Disputed Amounts”) from the Party rendering the bill (the “Billing Party”) only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u> <u>6.2 Percentage Interstate Usage.</u> In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not		

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			limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid. 6.3 <u>Percent Local Use.</u> <u>AT&T-9STATE</u> and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, <u>AT&T-9STATE</u> and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, <u>AT&T-9STATE</u> and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty		

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			(30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in <u>AT&T-9STATE</u> Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that <u>AT&T-9STATE</u>, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide <u>AT&T-9STATE</u> with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid. <u>6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched</u>		

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			<u>access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a Multi-Bill/Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</u> 6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty		

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			<u>(60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.</u> <u>6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u> <u>6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</u> <u>6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</u> <u>6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</u> <u>6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the database query charge set forth in the AT&T SOUTHEAST REGION</u>		

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			<u>9-STATE intrastate or interstate access services Tariff.</u> <u>6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).</u>		
AT&T Ntwk Int Issue 16	Network Interconnection (Attachment 3) – Part B – Section 6.3.7	Sprint Issue: When should otherwise compensable traffic be exchanged on a Bill and Keep basis? A) AT&T Issue: Should the Agreement reflect a bill and keep compensation arrangement for Local Traffic and ISP-Bound Traffic? B) AT&T Issue:	<u>6.3.7 Conversion to Bill and Keep for Telephone Exchange Service Traffic.</u> <u>a) If the Telephone Exchange Service traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service traffic usage on a going forward basis unless</u>	A) No. The Parties should compensate each other at \$0.0007 per minute for Section 251(b)(5) and ISP-Bound Traffic. See related AT&T Issue 22. However, in the event the Commission decides, over AT&T's objection, to include Bill and Keep provisions in this Agreement, it should adopt AT&T's proposed language in Section 6.1e which includes the following key provisions: 1 - +/- 5% threshold for traffic balance; 2 – Only applies to traffic defined as 251(b)(5) and ISP-Bound Traffic; 3 – Must demonstrate traffic	

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		If the Commission decides to include Bill and Keep, is it appropriate to require CLECs to demonstrate that Section 251(b)(5) Traffic and ISP-Bound Traffic is roughly balanced with the ILEC's traffic to obtain and maintain a Bill and Keep arrangement?	<i>otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</i> <i>b) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service traffic Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i> <u>6.1e Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic</u> <u>6.1e.1 Upon mutual agreement that qualifying traffic between the Parties has been within +/-5% of equilibrium (50%) for 3 consecutive months, Bill and Keep shall be implemented as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T-9STATE and Sprint in AT&T-9STATE so long as qualifying traffic between the parties remains in balance in accordance with this Section. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in General Terms and Conditions – Part B - Definitions of this Agreement and does not include</u>	is already in balance to implement Bill and Keep; and 4 – Once traffic falls out of balance after being Bill and Keep, compensation rates apply for the remainder of the Agreement. B) Yes. AT&T believes that the Act and FCC rules do not allow a state Commission to deprive carriers of reciprocal compensation for Local Traffic unless the CLEC can demonstrate that its traffic is roughly balanced with the ILECs traffic. 47 CFR § 51.713 (b) provides in pertinent part that “[a] state commission may impose bill and keep arrangements if the state commission determines that the amount of Local telecommunications traffic from one network to the other is roughly in balance with the amount of Local telecommunications traffic flowing in the opposite direction.” AT&T's position is	

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			<u>IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, or FGA Traffic .</u> <u>6.1e.2 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is "In-Balance." In-Balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be within +/-5% of equilibrium (50%).</u> <u>6.1e.3 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's End Users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic and ISP-Bound Traffic multiplied by 100.</u> <u>6.1e.4 The Parties agree that where Section 251(b)(5) Traffic and ISP-Bound Traffic is determined to be out-of-balance by more than +/-5% per month for three (3) consecutive months, \$0.0007 per MOU shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.</u> <u>6.1e.5 Once \$0.0007 applies to Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.</u> <u>6.1e.6 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is In Balance, the Parties agree to work cooperatively to reconcile the</u>	that Section 251(b)(5) traffic and ISP-Bound traffic is not "in-balance" based on the threshold defined in Sections 6.1e.1 – 6.1e.4 of AT&T's proposed language. In paragraph 1113 in the First Report and Order, it states, "We further conclude that states may adopt specific thresholds for determining when traffic is roughly balanced. If state commissions impose bill-and-keep arrangements, those arrangements must either include provisions that impose compensation obligations if traffic becomes significantly out of balance or permit any party to request that the state commission impose such compensation obligations based on a showing that the traffic flows are inconsistent with the threshold adopted by the state". Footnote 2717 in the First Report and Order states, "For example, the Michigan Commission	

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			<u>inconsistencies in their usage data.</u> <u>6.1e.7 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation rates were applicable.</u> <u>6.1e.8 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.</u> <u>6.1e.9 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate</u>	adopted a five percent threshold for the difference between the traffic flows in the two directions". The Michigan decision for the percentage differential is consistent with what AT&T is proposing in this state. AT&T is proposing that traffic exchanged between the Parties is in balance within +/- five percent of equilibrium (50%). AT&T Tennessee does not agree that Section 251(b)(5) and ISP-Bound Traffic is currently in balance.	

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			<u>compensation for such traffic with interest outlined in Attachment 7 - Billing.</u> <u>6.1e.10 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.</u> <u>6.1e.11 The audit provisions set out above do not alter or affect audit provisions set out elsewhere in this Agreement.</u>		
AT&T Ntwk Int Issue 17	Network Interconnection (Attachment 3) – Part B – Sections 6.1a	AT&T Issue: Should the interconnection agreement contain terms and conditions for the provision of Calling Party Number (CPN)?	<i>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").</i> <i>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</i> <i>6.1a.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 6.1.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a Third Party for traffic delivered to the other Party. In addition, each Party agrees</i>	Yes. CPN is necessary for factor verification and billing accuracy. Standard telephone industry practice requires carriers to pass along the CPN for calls originating on their network to the carriers that terminate the calls. This information is critical for the purposes of determining whether calls are local, intraLATA or interLATA so that appropriate charges can be applied to them. If this standard is not met, the terminating carrier should have the option to bill the calls without CPN at its	

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			<u>that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local Exchange Services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.</u> 6.1a.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem. 6.1a.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T-9STATE, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.	intrastate switched access exchange service rate. This provision protects against unscrupulous Carriers from overriding call identification to slip interLATA traffic in with local traffic.	
AT&T Ntwk Int Issue 18	Attachment 3 – Network Interconnection – Part B – Section 6.1a.5	Should the interconnection agreement set forth Sprint's obligations with respect to intercarrier compensation	6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges <u>traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will</u>	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers.	

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		on Sprint's traffic routed to/from Third Parties?	<u>AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u>		
AT&T Ntwk Int Issue 19	Network Interconnection (Attachment 3) – Part B – Section 6	AT&T Issue: Does the treatment of Switched Access traffic differ depending upon the technology of the call transmission? What are the appropriate provisions for switched access services traffic?	6.1.4 <i>Except to the extent permitted by law, neither</i> Neither Party shall represent switched access services traffic (e.g., FGA, FGB, FGD) as <u>Local Traffic traffic</u> for purposes of payment of reciprocal compensation. <u>6.9 Switched Access Service for Sprint and AT&T-9STATE</u> <u>6.9.1 Switched Access Traffic. For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-9STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice</u>	No. All switched access traffic is to be treated in a similar manner, regardless of the technology used in the transmission of the call. VoIP is subject to the same intercarrier compensation, depending on the end points of the call. AT&T's language is most appropriate for Switched Access traffic.	

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			<u>communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch..</u> <u>Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges not to exceed AT&T's access tariff rates; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</u> 6.9.1.1 <u>IntraLATA Toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,</u> 6.9.1.2 <u>IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-9STATE End User that obtains local dial tone from AT&T-9STATE where AT&T-9STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;</u> 6.9.1.3 <u>Switched Access Traffic delivered to AT&T-9STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or</u> 6.9.1.4 <u>Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.</u> 6.9a <u>Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by</u>		

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			<u>the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).</u> <u>6.9a.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the Notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described above from the Local Interconnection Trunk Groups within sixty (60) calendar days of receipt of Notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the Third Party CLEC delivering such traffic to the extent it is not blocked.</u>		

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			<u>6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a Multi-Bill/Single Tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The Parties agree that AT&T SOUTHEAST REGION 9-STATE will bill IXCs for originating and terminating access charges from AT&T SOUTHEAST REGION 9-STATE Recordings when AT&T SOUTHEAST REGION 9-STATE has direct connections with IXCs via AT&T SOUTHEAST REGION 9-STATE's access tandem. AT&T SOUTHEAST REGION 9-STATE will pass EMI Records to CLEC when AT&T SOUTHEAST REGION 9-STATE is the Official Recording Company. The Parties also agree that AT&T SOUTHEAST REGION 9-STATE and CLEC will exchange EMI records when each are acting as the Official Recording Company and the CLEC is the access tandem company with direct connections with IXCs. The Official Recording Company agrees to provide to the non-Recording Company, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</u>		

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			6.9.3 AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data. <u>6.9.4 AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.</u> 6.9.5 AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center. <u>6.9.6 Information shall be passed or exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI Records cannot be transferred due to a transmission failure, Records can be provided via a mutually acceptable medium. The provision of Access Usage Records (AURs) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.</u> <u>6.9.6a MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs).</u> <u>6.9.6b For AT&T SOUTHEAST REGION 9-STATE, CLEC will pay the</u>		

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			<u>database query charge set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff.</u> <u>6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint shall not deliver Switched Access Traffic to AT&T-9STATE for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T-9STATE switched access tariff(s).</u> 6.9 Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE 6.9.1 Intentionally Left Blank. 6.9.2 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to		

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			<i>the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</i> 6.9.3 <u>AT&T-9STATE</u> and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data. 6.9.4 <u>AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.</u> 6.9.5 <u>AT&T-9STATE</u> and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center. 6.9.6 <u>The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.</u>		
AT&T	Network	A) AT&T Issue:	<u>6.8 Compensation for CLEC IntraLATA Toll Traffic</u>	A) AT&T proposes language	

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Ntwk Int Issue 20	Interconnection (Attachment 3) – Part B – Section 6.8	What are the appropriate terms and conditions for compensation for IntraLATA Toll Traffic? B) AT&T Issue: Should the Agreement contain terms and conditions for Primary Toll Carrier (PTC) arrangements? C) AT&T Issue: What are the appropriate terms and conditions for 8YY traffic?	<u>6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA, where one of the locations lies outside of the mandatory local calling areas as defined by the Commission and results in intraLATA toll charges being billed to the originating end user by the originating Party.</u> <u>6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</u> <u>6.8.2.1 In AT&T-9STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for IntraLATA Toll Traffic. These Recordings are the basis for each Party to generate bills to the other Party.</u> <u>6.8.2a Primary Toll Carrier Arrangements</u> <u>6.8.2a.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a Third Party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls. The PTC would also pay the terminating switched access charges on behalf of the ILEC. In AT&T GEORGIA, AT&T</u>	that makes clear how intraLATA toll traffic is defined and how it is to be billed. In addition AT&T's language conforms to the category of traffic being exchanged between the parties, i.e., IntraLATA Toll Traffic. B) Yes. The Agreement should set forth terms and conditions applicable for traffic exchanged between the Parties when AT&T is acting as the Primary Toll Carrier (PTC) for other incumbent LECs. C) AT&T's proposed language for 8YY traffic clarifies the responsibilities of each Party, including appropriate record/data exchange and billing. As AT&T's language is more detailed, it will result in less potential for billing disputes.	

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			<u>KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE wherein Primary Toll Carrier arrangements are mandated, and AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:</u> 6.8.2a.1.1 <u>AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from that Third Party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Where AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE is functioning as the PTC for a Third Party ILEC's End User customers, the following provisions apply to the minutes of use terminating to CLEC. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE and CLEC will work cooperatively to develop a percentage of the amount of state specific PTC ILEC originated intraLATA toll minutes of use that are within the state specific total ILEC originated minutes of use reflected in the monthly EMI 11-01-01 Records provided to CLEC by AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE. CLEC will apply this state specific percentage against the state specific total ILEC originated EMI 11-01-01 minutes of use each month to determine the amount of PTC intraLATA toll minutes of use for which AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE will compensate CLEC. Such percentage will be updated no more than twice each year. AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE</u>		

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			<u>will compensate CLEC for this PTC traffic as it would for AT&T-9STATE originated traffic as set forth in CLEC's Interconnection Agreement with AT&T-9STATE.</u> <u>6.8.2a.1.2 AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to the Third Party ILEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T GEORGIA, AT&T KENTUCKY, AT&T SOUTH CAROLINA, and/or AT&T TENNESSEE for the use of its facilities at the rates set forth in AT&T-9STATE's intrastate access service tariff in the respective state. CLEC shall pay the ILEC directly for the termination of such traffic originated from CLEC.</u> <u>6.8.3 Intrastate IntraLATA</u> <u>6.8.3.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's intrastate access service tariff, but such compensation shall not exceed the compensation contained in AT&T-9STATE's tariff in whose exchange area the End User is located.</u> <u>6.8.3.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of</u>		

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			<u>such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate access service tariff, but such compensation shall not exceed the compensation contained in the AT&T-9STATE's tariff in whose exchange area the End User is located.</u> <u>6.8.3.3 The measurement of MOUs over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.</u> <u>6.8.3.4 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Attachment.</u> <u>6.8.3.5 For billing disputes arising from Inter-carrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains</u>		

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			<u>pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.</u> <u>6.8.4 Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis, at a minimum, the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable Record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.</u> <u>6.8.5 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. For AT&T SOUTHEAST REGION 9-STATE, each Party</u>		

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Legend: AT&T language bolded and underlined
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>shall pay the other the appropriate switched access charges set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate switched access tariffs. CLEC will pay AT&T SOUTHEAST REGION 9-STATE the database query charge as set forth in the AT&T SOUTHEAST REGION 9-STATE intrastate or interstate access services Tariff as filed and in effect with the FCC or appropriate Commission as applicable. Where technically feasible, each Party will provide to the other Party the appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.</u> <u>6.8.6 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.</u> <i>6.8 Compensation for CLEC Telephone Toll Service traffic</i> <i>6.8.1 CLEC Telephone Toll Service traffic. For purposes of this Attachment, CLEC Telephone Toll Service traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA and results in Telephone Toll Service charges being billed to the originating end user by the originating Party. Moreover, AT&T-9STATE originated</i>		

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			<i>Telephone Toll Servicet</i>traffic will be delivered to Sprint using traditional Feature Group C non-equal access signaling. 6.8.2 Compensation for CLEC Telephone Toll Servicet<i>traffic</i>. For terminating its CLEC Telephone Toll Servicet<i>traffic</i> on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates. 6.8.3 Compensation for CLEC 8XX Traffic. Each Party (AT&T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs. 6.8.4 Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. 6.8.5 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended.		

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AT&T Ntwk Int Issue 21	Network Interconnection (Attachment 3) – Part B – Section 6.1.5.2	Is it necessary for the parties to reserve their appellate rights as to the appropriate treatment of any traffic other than ISP-bound traffic as detailed in AT&T's proposed 6.1b.1?	6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of <u>ISP</u> <i>any</i> traffic and the associated compensation. <u>6.1b.1 AT&T-9STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the effective date of the AT&T-9STATE Agreement in a particular state without waiting, and expressly reserving all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.</u>	AT&T's language is consistent with its proposed Section 6.1b.1. Also see Issue 14.	
AT&T Ntwk Int Issue 22	Network Interconnection (Attachment 3) – Part B – Sections 6.1a.4, 6.2 – 6.4	A) AT&T Issue: Should the Parties report to each other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF)?	<u>6.1a.4 For AT&T SOUTHEAST REGION 9-STATE, each Party will report to the other Percent Interstate Usage (PIU), Percent Local Usage (PLU) and Percent Local Facility (PLF) factors in order to determine the appropriate charges to be billed to the originating Party in accordance with Sections 6.2, 6.3 and 6.4.</u> <u>6.2 Percentage Interstate Usage.</u> In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU	A) Yes. The Agreement should make clear the obligations of each Party. B) This clarification is necessary so that neither of the Parties misunderstand the application of this factor.	

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		B) Is AT&T's clarification necessary for Percent Local Facility?	(TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid. 6.3 Percent Local Use. <u>AT&T-9STATE</u> and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, <u>AT&T-9STATE</u> and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, <u>AT&T-9STATE</u> and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-		

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			Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in <u>AT&T-9STATE</u> Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that <u>AT&T-9STATE</u>, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which <u>AT&T-9STATE</u> will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide <u>AT&T-9STATE</u> with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid. 6.4 Percent Local Facility. <u>AT&T-9STATE</u> and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local		

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors Reporting Guide <u>used in the provision of Local Interconnection Trunks</u>. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint CLEC with the calculated PLF factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this		

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			Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.		
AT&T Ntwk Int Issue 23	Network Interconnection (Attachment 3) – Part B – Section 6.5	A) Is 30 days or 60 days the appropriate notice period for an audit of billing factors? B) Should an audit of traffic billing be performed by an independent auditor selected by AT&T? C) What is the appropriate threshold for reimbursing the auditing party for the cost of an audit?	6.5 Audits. On <u>thirty (30) sixty (60)</u> days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. <u>Audits shall be performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE.</u> Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by <u>five twenty</u> percentage points <u>(5%) (20%)</u> or more, that Party shall reimburse the auditing Party for the cost of the audit.	A) Thirty (30) days is adequate notice that a Party seeks an annual audit of the billing factors? B) Yes. An audit of traffic billing should be performed by an independent auditor selected by AT&T. C) Five percent (5%) is an appropriate threshold for requiring the audited party reimburse the auditing party for the cost of the audit.	
			-		

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ATTACHMENT 3a – OUT OF EXCHANGE-LEC

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 3a – OE-LEC Issue 1	OE-LEC (Attachment 3a) – Entire Attachment	AT&T Issue: Should CLEC be required to have an Out of Exchange Appendix when CLEC is seeking Section 251(a) interconnection with AT&T Tennessee so that CLEC may serve exchanges which are not in AT&T Tennessee's incumbent exchange areas? Sprint Issue: Sprint objects to the OE-LEC Attachment.	Entire attachment	Yes. AT&T has offered Sprint a separate appendix governing out of exchange traffic (OE-LEC). It is not appropriate to address OE-LEC traffic in the Interconnection Appendix because the Interconnection Appendix is applicable only to AT&T's incumbent territory. AT&T's obligations under the FTA are only as extensive as its ILEC territory; the FTA does not impose unbundling or interconnection duties on AT&T when it is a CLEC More specifically, Section 251(c)(2) of the Act applies only to AT&T Tennessee as the incumbent LEC when a CLEC is competing within AT&T Tennessee's territory. AT&T Tennessee, therefore, is not bound by the incumbent LEC obligations set forth in Section 251(c) of the Act in those geographic areas where AT&T Tennessee is not the	Sprint objects to entire attachment.

AT&T TENNESSEE and Sprint Communications Company, L.P.
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				incumbent LEC. When a CLEC is operating outside of AT&T Tennessee's territory and seeking to interconnect with AT&T Tennessee, Section 251(a)(1) sets forth the rights and obligations relating to interconnection between adjacent local exchange carriers. These out-of-exchange obligations should be set forth in a separate Appendix. It is appropriate to address out-of-exchange LEC (OE-LEC) traffic in an appendix designed specifically to address instances when the CLEC is operating outside of AT&T Tennessee's incumbent LEC territory and interconnecting with AT&T Tennessee pursuant to Section 251(a)(1) of the Act. The rights and obligations of AT&T Tennessee and CLECs to interconnect are different under Section 251(a)(1) of the Act. Therefore, interconnection	

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				pursuant to Section 251(a) is best addressed in a separate appendix governing out-of-exchange traffic, which AT&T Tennessee has offered to the CLECs.	

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ATTACHMENT 5-1 – E911

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
05a Attachm ent 5-1 - 911 - E911	1.1	Is the language proposed by Sprint necessary and appropriate?	1.1 This Attachment sets forth terms and conditions by which <u>AT&T-9STATE</u> will provide Sprint with access to <u>AT&T-9STATE's</u> 911 and E911 Databases and provide Interconnection and Call Routing <i>solely for the</i> purposes of <i>Sprint CLEC</i> 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. <i>The trunking requirements contained in this Attachment are to be used solely for 911 call routing.</i>	AT&T is not certain that it is. The Parties continue to work on language for E911, and may be able to reach resolution on this issue.	

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Attachment 7 - Billing

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 7 Billing Issue 1	Attachment 7-Billing Section 1	AT&T Issue: Should the Parties' contractual obligations include payment in full for all billed amounts, rather than undisputed amounts? Sprint Issue: Should the Parties' contractual obligations include payment for undisputed billed amounts?	1. Payment and Billing Arrangements AT&T: Unless otherwise stated, each Party will render monthly bill(s) and pay in full for billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule. Sprint: Unless otherwise stated, each Party will render monthly bill(s) and pay in full for <i>undisputed</i> billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.	No; if the Sprint's follows AT&T-9-State's Escrow process as described in Section 1.10 below, then there wouldn't be a need to "pay in full for undisputed billed amounts". All disputed charges would be paid into an Escrow account.	
AT&T Attachment 7 Billing Issue 2	Attachment 7-Billing Section 1.1	AT&T issue: What format should be used to bill Sprint for services ordered from AT&T-9State.	AT&T: 1.1 AT&T-9STATE will format all bills in CABS Billing Output Specifications (CBOS) Standards or Customized Large User Bill/Electronic Data Interchange (CLUB/EDI) format, depending on the type of service ordered. For those services where standards have not yet been developed, AT&T-9STATE's billing format will change as necessary when standards are finalized by the industry forum.	AT&T-9State will format Sprint's bill in the CABS Billing Output Specification (CBOS) standard or Customized Large User Bill/Electronic Data Interchange format as described in Section 1.1 of Attachment 7.	

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		Sprint issue: What format should AT&T-9State bill Sprint for the services it purchases from AT&T-9State? and what elements should be included in the format?	<i>Sprint:</i> <i>1.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services</i> <i>Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party</i> <i>Invoices between the Parties shall include, but not be limited to the following pertinent information:</i> <i>Identification of the monthly bill period (from and through dates)</i> <i>Current charges</i> <i>Past due balance</i> <i>Adjustments</i> <i>Credits</i> <i>Late payment charges</i> <i>Payments</i> <i>Contact telephone number for billing inquiries</i>		
AT&T Attachment 7 Billing Issue 3	Attachment 7-Billing Section 1.2	AT&T issue: Should Sprint be required to provide AT&T-9State information to establish a "master	AT&T: 1.2 <u>Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Sprint will provide the appropriate AT&T-9STATE account manager the necessary documentation to enable AT&T-9STATE to establish a master account for Local Interconnection, Network Elements and</u>	Yes. The information needed to establish a master account includes proof of authority to provide telecommunications services, Operating Company Number (OCN), Carrier Identification Code	

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		account”?	<u>Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (“OCN”) assigned by the National Exchange Carriers Association (“NECA”), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.</u> Sprint: 1.2 No proposed language.	(CIC), Access Customer Name and Address (ACNA), and other similar information. This information is routinely necessary for Carriers providing telecommunication services.	
AT&T Attachment 7 Billing Issue 4	Attachment 7-Billing Section 1.3	AT&T issue: How should AT&T-9State bill each month for services rendered to Sprint?	AT&T: 1.3 <u>AT&T-9STATE shall bill Sprint on a current basis all applicable charges and credits.</u> Sprint: 1.3 No proposed language.	AT&T-9State should bill Sprint on a “current” basis for services rendered to Sprint.	
AT&T Attachment 7 Billing Issue 5	Attachment 7-Billing Section 1.4	AT&T issue: What should be Sprint’s Payment Responsibility to AT&T-9State for products and services provided to Sprint by AT&T-	AT&T: 1.4 <u>Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to AT&T-9STATE for all services billed. AT&T-9STATE is not responsible for payments not received by Sprint from Sprint’s customer. In general, AT&T-9STATE will not become involved in disputes between Sprint and Sprint’s end user customers. If a dispute does arise that cannot be settled without the involvement of AT&T-9STATE, Sprint shall contact the designated Service</u>	Among other things, Sprint is responsible for payment of all charges for products and services purchased from AT&T-9State. Additionally, in general, AT&T-9State will not become involved in disputes between Sprint and its end user	

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		9State? And what should be AT&T-9State obligations to Sprint when a dispute arises between Sprint and its end user customers?	<u>Center for resolution. AT&T-9STATE will make every effort to assist in the resolution of the dispute and will work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be required to submit documentation to substantiate the claim. Payments made to AT&T-9STATE as payment on account will be credited to an accounts receivable master account and not to an end user's account.</u> Sprint: 1.4. No proposed language	customers. However, if AT&T-9State must get involved, Sprint must contact Service Center as described in Section 1.4 of Attachment 7.	
AT&T Attachment 7 Billing Issue 6	Attachment 7- Billing Section 1.5	AT&T issue: When should AT&T-9State render bills to Sprint?	AT&T: 1.5 <u>AT&T-9STATE will render bills each month on established bill days for each of Sprint's accounts.</u> Sprint: <i>Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</i> <i>Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call. Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.</i>	Bills should be rendered to Sprint on each month on established bill days for each of Sprint's accounts with AT&T-9State.	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 7 Billing Issue 7	Attachment 7- Billing Section 1.6	AT&T Issue: Is it appropriate to include in the parties' agreement, billing language that narrows the scope to only include resold services?	1.6 AT&T-9STATE will bill Sprint in advance charges for all resold services to be provided during the ensuing billing period except charges associated with applicable resold service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&T-9STATE will also bill Sprint, and Sprint will be responsible for and remit to AT&T-9STATE, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.	Because Sprint has requested the resale attachment to be omitted from this agreement, it is inappropriate for the language that relates to resold services to be included, which in effect excludes any service outside of resold services.	
AT&T Attachment 7 Billing Issue 8	Attachment 7- Billing Section 1.9a	AT&T issue statement: Is the Tax Exemption language in Section 1.9 necessary?	AT&T: 1.9a. No proposed language Sprint: <i>1.9.a Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.</i>	No. The "Tax" language in General Terms and Conditions describes Sprint's responsibility in obtaining tax exempt certifications.	
AT&T Attachment 7 Billing Issue 9	Attachment 7- Billing Section 1.10	AT&T issue statement: A) Section 1.10.1: Does AT&T-9State have the right to avail itself of a Deposit from Sprint?	<u>1.10 Assurance of Payment</u> <u>1.10.1 Upon request by AT&T-9STATE, Sprint will provide AT&T-9STATE with the AT&T-9STATE Credit Profile form and provide information to AT&T-9STATE regarding Sprint's credit and financial condition.</u> <u>1.10.2 Assurance of payment may be requested by AT&T-9STATE:</u>	A) Yes; AT&T-9State does have the right to avail itself of a security deposit. Security deposits are standard in many industries, including Telecommunications. Yes. To determine credit worthiness, AT&T-9State does have right to request	

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		Additionally does AT&T-9State right to request information from Sprint to determine its credit worthiness? B) Section 1.10.2 – 1.10.2.4. What circumstances should Assurance of Payment be requested? C) Section	<u>1.10.2.1 If based on AT&T-9STATE's analysis of the AT&T-9STATE Credit Profile and other relevant information regarding Sprint's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of Sprint. Such impairment will be determined from information available from Third Party financial sources; or</u> <u>1.10.2.2 Sprint fails to timely pay a bill rendered to Sprint by AT&T-9STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section 3.4 below); and/or</u> <u>1.10.2.3 Sprint's gross monthly billing has increased, AT&T-9STATE 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 Sprints's "accounts receivables and proceeds"; or</u> <u>1.10.2.4 When Sprint 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.</u> <u>1.10.3 If AT&T-9STATE requires Sprint to provide a security deposit, Sprint shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-</u>	financial information from Sprint. B) Among other things, AT&T-9States has the right to request Assurance of Payment if Sprints financial condition has materially changed, if Sprint fails to may timely payments, if Sprints gross monthly billing has increased, and if Sprints if admits its inability to pay debts, which are all commercially reasonable terms.	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		1.10.3. If AT&T-9States requests a security deposit, how soon should Sprint be required to comply with AT&T-9State's request? D) Section 1.10.4- 1.10.4.3. What form should a security deposit? E) Section 1.10.5. If necessary, what is the appropriate amount of deposit to request from Sprint?	<u>9STATE's request, as applicable. Deposit request notices will be sent to Sprint 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-9STATE's applicable Tariff.</u> 1.10.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of: 1.10.4.1 a Cash Deposit; or 1.10.4.2 a Letter of Credit; or 1.10.4.3 a Surety Bond 1.10.5 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-9STATE, for the Interconnection Services, 251(c)(3) UNEs, Collocation or any other functions, facilities, products or services to be furnished by AT&T-9STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Sprint has received service from AT&T-9STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Sprint or AT&T-9STATE 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, Sprint and AT&T-9STATE shall agree on a	C) If AT&T-9STATE requires Sprint to provide a security deposit, Sprint shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-9STATE's request, as applicable. D) A security deposit should be in the form of one of the following: 1) Cash 2) Letter of Credit 3) Surety Bond. E) The security deposit in the form of Cash, Letter of Credit, or Surety Bond must be in an amount up to three (3) months of estimated billing from Sprint.	

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		F) Section 1.10.6. Is AT&T-9State required to pay interest in a Cash security deposit provided by Sprint? G) When is AT&T-9State allowed to draw on a Letter of Credit or a Cash Deposit?	<u>level of estimated billings based on all relevant information.</u> <u>1.10.6 To the extent that AT&T-9STATE 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.</u> <u>1.10.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the appropriate AT&T-9STATE Tariff. AT&T-9STATE will not pay interest on a Letter of Credit or a Surety Bond.</u> <u>1.10.8 AT&T-9STATE 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:</u> <u>1.10.8.1 Sprint owes AT&T-9STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or</u> <u>1.10.8.2 Sprint 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</u> <u>1.10.8.3 The expiration or termination of this Agreement.</u>	F) Yes; and interest should be paid in accordance with terms in the appropriate AT&T-9State's tariff. G) Among other things, if Sprints owes undisputed charges under this Agreement that are more than 30 days old. And if Sprints admits its inability to pay debts.	

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		H) Section 1.10.9. What are Sprint's obligations if AT&T-9State draws on a Letter of Credit? I) Section 1.10.10 What are AT&T-9State obligations if Sprints fails to render a request for Assurance of Payment?	<u>1.10.9 If AT&T-9STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-9STATE, Sprint will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 1.4 above.</u> <u>1.10.10 Notwithstanding anything else set forth in this Agreement, if AT&T-9STATE makes a request for assurance of payment in accordance with the terms of this Section 1.10 then AT&T-9STATE shall have no obligation thereafter to perform under this Agreement until such time as Sprint has furnished AT&T-9STATE with the assurance of payment requested; provided, however, that AT&T-9STATE will permit Sprint a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking this Section 1.10.</u> <u>1.10.11 In the event Sprint fails to provide AT&T-9STATE 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 Sprint may be suspended, discontinued or terminated in accordance with the terms of Section 1.0 above. Upon termination of services, AT&T-9STATE shall apply any security deposit to CLEC's final bill for its account(s). If Sprint fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-9STATE may also invoke the provisions set forth in Section 3.0 below.</u> <u>1.10.12 A Cash Deposit held by AT&T-9STATE shall be returned to Sprint if the following conditions have been met:</u>	H) If AT&T-9State draws on a Letter of Credit, then Sprint is required to provide a replacement or supplemental Letter of Credit, Surety Bond or Cash. I) If Sprints fails to provide AT&T-9State a suitable form of security deposit or additional deposit, AT&T-9State will have no obligations to perform under this Agreement until Sprint	

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		J) Section 1.10.11. What are AT&T's obligations if Sprints fails to make timely payments? K) Section 1.10.12 – 1.10.12.2. Under what circumstances will a security deposit be returned.	<u>1.10.12.1 Payment was made on bills rendered to Sprint by AT&T-9STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Sprint has complied with all requirements set forth in Section 1.4 below) as of the Bill Due Date for all but one time during the prior twelve month period and all payments were made with checks that were honored and,</u> <u>1.10.12.2 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 Sprint that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.</u> <u>1.10.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-9STATE 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.</u> <u>1.10.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Sprint as security under this Agreement, Sprint shall renew such Letter of Credit or provide AT&T-9STATE with evidence that Sprint has obtained a suitable replacement for the Letter of Credit. If Sprint fails to comply with</u>	has provided AT&T-9State with a suitable form of a security deposit. J) Among other things, if Sprints fails to make timely payments to AT&T-9State for services rendered, then AT&T-9State may suspend, discontinue or terminate services to Sprint. K) A security deposit will be returned to Sprint if payments were made on all bills rendered to Sprint by AT&T-9State as of the Bill Due Date for all but one time during the prior twelve months and all payments were made with checks that were honored and if there has been no impairment of Sprints financial health based on information from financial companies such as Moody's, Standard and Poor's or the Wall Street	

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		L) Section 1.10.13. If a security deposit is requested by AT&T-9State, what are Sprints payment obligations. M) Section 1.10.14. What are Sprints obligations at the expiration of a Letter of Credit?	<u>the foregoing, AT&T-9STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for Sprint accounts(s). If Sprint provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, Sprint shall renew the Surety Bond or provide AT&T-9STATE with evidence that Sprint 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 Sprint fails to comply with the foregoing, AT&T-9STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Sprint's account(s). If the credit rating of any bonding company that has provided Sprint with a Surety Bond provided as security hereunder has fallen below "B", AT&T-9STATE will provide written Notice to Sprint that Sprint must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-9STATE's written Notice. If Sprint fails to comply with the foregoing, AT&T-9STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Sprint's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-9STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by Sprint as security hereunder if Sprint 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.</u>	Journal L) I The fact that a Cash Deposit or Letter of Credit is requested by AT&T-9STATE shall in no way relieve Sprint from timely compliance with all payment obligations under this Agreement. M) Among other things, at least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Sprint as security under this Agreement, Sprint shall renew such Letter of Credit or provide AT&T-9STATE with evidence that Sprint has obtained a suitable replacement for the Letter of Credit.	
AT&T Attachm ent 7 Billing Issue 10	Attachment 7- Billing Section 1.11	AT&T issue statement: A) Section 1.11.1. What other what terms	<u>1.11 Billing and Payment of Charges</u> <u>1.11.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule.</u>	A) Unless otherwise stated, each Party will render monthly bill(s), remittance in	

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		should the Parties bill and render payment to each other. B) Section 1.11.2. How should AT&T-9State assess Late Charges to Sprint. C) Section 1.11.2.1. What interest rate shall be used to calculate the Late Payment Charge?	1.11.2 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable. 1.11.2.1 If any portion of the payment is not received by the <u>AT&T-9STATE Billing Party</u> on or before the <u>payment due date Bill Due Date</u> as set forth above, or if any portion of the payment is received by the <u>AT&T-9STATE Billing Party</u> in funds that are not immediately available to <u>AT&T-9STATE Billing Party</u>, then a late payment and/or interest charge shall be due to <u>AT&T-9STATE the Billing Party</u>. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, <u>as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-9STATE. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 ½ %) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made.</u> In addition to any applicable late payment and/or interest charges, <u>CLEC the Billed Party</u> may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth <u>in the Guide Book or</u> pursuant to the applicable state law. <i>Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any</i>	full by the Bill Due Date, to the other for Interconnection Services provided hereunder at the applicable rates set forth in the Pricing Schedule. The above are standard and commercially reasonable terms. B) A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable. C) Because of system limitations, Late Payment charges shall be as set forth in AT&T-9State tariff. Note, the interest rates in the tariff are the same rates AT&T-9States uses for other carries as well.	

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		D) Section 11.3. How should the Late Payment Charge to Sprint be calculated? E) Section 11.4. Is it reasonable to expect payments to be submitted with proper Remittance	<i>period until after the following billing cycle.</i> AT&T: <u>1.11.3 If any charge incurred by AT&T-9STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-9STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.</u> AT&T: <u>1.11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-9STATE. If the Remittance Information is not received with payment, AT&T-9STATE will be unable to apply amounts paid to Sprint's accounts. In such event, AT&T-9STATE shall hold such funds until the Remittance Information is received. If AT&T-9STATE does not receive the Remittance Information by the Bill due date for any account(s), Late Payment Charges shall apply.</u> Sprint: <u>1.11.4 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received</u>	D) If any charge incurred by AT&T-9STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. E) AT&T receives and processes thousands of bills per day. Without the proper Remittance Information, it would be impossible to post payments to the accurate accounts. AT&T believes this is a reasonable	

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			<i>The Parties</i> shall make all payments via EFTs through the Automated Clearing House Association (ACH) to the financial institution designated by <i>each Party</i>. <i>The BAN on which payment is being made</i> will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. <i>Each Party</i> is not liable for any delays in receipt of funds or errors in entries caused by Third Parties, including <i>the Party's</i> financial institution. <i>Each Party</i> is responsible for its own banking fees. <i>As of the effective date of this agreement, the Parties have already established EFT arrangements between the Parties.</i> AT&T: <u>1.11.6 Prior to establishing EFT, Sprint will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on AT&T's Sprint Online website. This form provides AT&T-9STATE with Sprint's set up and contract information for electronic payments. AT&T-9STATE banking information will be provided by AT&T-9STATE Treasury & Remittance Operations on AT&T-9STATE approved forms after the Sprint's completed ECF11 form is received, testing has completed and certification confirmed.</u> Sprint: 1.11.6 <i>Intentionally left blank.</i> <u>1.11.7 Processing of payments not made via electronic funds</u>		

G) Section 1.11.6. What are the criteria for

G) Like other carriers, Sprint should follow the process establishing an EFT as outline in Section 1.11.6.

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		establishing EFT? H) Section 1.11.7. Is it necessary for the contract to state that non-electronic funds transfers may be delayed and as a result Late Payment Charges will apply?	<u>credit transfers through the ACH network may be delayed. Sprint is responsible for any Late Payment Charges resulting from Sprint's failure to use electronic funds credit transfers through the ACH network.</u> <u>1.11.8</u> If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, <u>prior to the Bill Due Date</u>, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in <u>General Terms and Conditions in Section 3.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the Billing Party.</u> On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, <u>and (ii) all Disputed Amounts, other than disputed charges arising from Intercarrier Compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.</u>	H) Yes. AT&T believes it is important to contractually acknowledge the fact that payments not made via the ACH network will not be posted immediately and as such, Late Payment Charges may apply.	
AT&T Attachment 7 Billing	Attachment 7-Billing Section 1.11.9	AT&T issue statement:	<u>1.11.9 Requirements to Establish Escrow Accounts.</u> <u>1.11.9.1 To be acceptable, the Third Party escrow agent must meet</u>	Yes. AT&T believes that incorporating Escrow language into this Agreement is important and	No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit

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Issue 11		Section 1.11.9 and subsections. Is it appropriate for the agreement to contain escrow provisions?	<u>all of the following criteria:</u> <u>1.11.9.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</u> <u>1.11.9.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u> <u>1.11.9.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u> <u>1.11.9.2 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 in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</u> <u>1.11.9.2.1 The escrow account must be an interest bearing account;</u> <u>1.11.9.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u> <u>1.11.9.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</u>	necessary. First, please note that since the funds in Escrow are not available to AT&T-9State or Sprint. So both Parties will have same incentive to resolve open disputes. Additionally, by incorporating Escrow language into interconnection agreements, carriers will have less incentive to submit frivolous disputes. Sprint has a history of filing questionable disputes and this escrow mechanism is necessary to prevent them from filing questionable disputes. Additionally, Sprint's finances have been deteriorating in recent years with continued losses of subscribers and a recent large net loss posted in the 4 th quarter of 2009.	which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.

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			<u>1.11.9.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</u> <u>1.11.9.2.5 disbursements from the escrow account will be limited to those:</u> <u>1.11.9.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or</u> <u>1.11.9.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of under Disputes in General Terms and Conditions; or</u> <u>1.11.9.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Disputes in General Terms and Conditions.</u> <u>1.11.10 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 2.2 above.</u> <u>1.11.11 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in General Terms and Conditions below.</u> <u>1.11.12 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions</u>		

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			<u>are completed:</u> <u>1.11.12.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;</u> <u>1.11.12.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u> <u>1.11.12.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</u> <u>1.11.12.4 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 2.8 above.</u> <u>1.11.13 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 2.12.1 above and Section 2.12.3 above are completed within the times specified therein.</u>		

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			<u>1.11.14 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 2.12 above shall be grounds for termination of the Interconnection Services provided under this Agreement.</u> <u>1.11.15 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary.</u> <u>1.11.16 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Pricing Schedule, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.</u>		
AT&T Attachm ent 7 Billing Issue 12	Attachment 7- Billing Section 1.12	AT&T issue statement: A) Section 1.12.1. How should the Nonpayment and Procedures for Disconnection	1.12 Nonpayment and Procedures for Disconnection <u>1.12.1 If a Party is furnished Interconnection Services under the terms of this Agreement in more than one (1) state, Section 1.12.2 below through Section 1.12.9 below, inclusive, shall be applied separately for each such state.</u> <u>1.12.2 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,</u>	A) The Nonpayment and Procedures for Disconnection should be applied to each state separately. This is only logical since Sprint's billing accounts are by state.	

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		be implemented? B) Section 1.12.3. What should be the grounds for disconnection of Interconnection Services for each Party? C) Section 1.12.3. What is AT&T-9State notification obligations? D) Section 1.12.4. What is the appropriate time period for the Non-Paying Party to dispute Unpaid Charges.?	<u>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.</u> <u>1.12.3 AT&T-9STATE will also provide any written notification to any Commission as required by any State Order or Rule. <i>Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</i></u> <u>1.12.4 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:</u> <u>1.12.4.1 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 General Terms and Conditions in this Agreement, together with the reasons for its dispute; and</u> <u>1.12.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</u> <u>1.12.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Inter-carrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 1.11.9 above and</u> <u>1.12.4.4 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 in Section 1.11.9 above</u>	B) Among other things, If either Party fails to pay any charge bill to it after a Discontinuance Notices has been sent to Non-Paying Party. C) AT&T-9State will provide written notice to any Commission as required by a state order or rule. D) It is commercially reasonable that the Non-Paying Party complete its dispute no later than fifteen (15) calendar days following the Billing Party's notice of Unpaid Charges. This is at least 46 days from the invoice date which provides ample time to open and fund	

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		E) Section 1.12.5. What terms should govern Dispute Amounts? F) Section 1.12.6. What are additional grounds for Disconnection?	<u>and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Inter-carrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Inter-carrier Compensation) has been deposited into an escrow account that complies with Section 1.11.9 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” in General Terms and Conditions.</u> <u>1.12.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in General Terms and Conditions Section 3.0 below.</u> <u>1.12.6 If the Non-Paying Party fails to:</u> <u>1.12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party’s Discontinuance Notice as described in Section 1.12.2 above.</u> <u>1.12.6.2 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 1.11.9 above within the time specified in Section 1.12.2 above.</u> <u>1.12.6.3 timely furnish any assurance of payment requested in accordance with Section 1.10.4 above; or</u> <u>1.12.6.4 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</u>	an escrow account. E) The Disputed Amount in this Agreement should be governed by the Dispute Resolution language in the General Terms and Conditions of this Agreement. F) If the Non-Paying Party fails one of the following outlined in Sections 1.12.6.1	

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		G) Section 1.12.8. What are the Non-Party obligations to the Billing Party avails itself of the implementation of this Section 1.12.6? and how	<u>Party for payment of any of the obligations set forth in 1.12.6.1 above through 1.12.6.4 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:</u> <u>1.12.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;</u> <u>1.12.6.4.2 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.</u> <u>1.12.7 Where required, a copy of the demand provided to Sprint under Section 1.12.6 above will also be provided to the Commission at the same time.</u> <u>1.12.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 1.12.6 above, and Sections 1.12.6.4.1 above and 1.12.6.4.2 above:</u> <u>1.12.8.1 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</u> <u>1.12.8.2 will exclude any affected application, request, order or service from any otherwise Performance Measure.</u>	– 1.12.6.4. G) If the Billing Party avails itself to implementing this Section 1.12, then the Non-Paying Party is still obligated	

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		is Performance Measure affected?		all charges on each invoice before the Bill Due Date. Additionally, all affected applications, requests, orders or services will be excluded from Performance Measure.	
AT&T Attachment 7 Billing Issue 13	Attachment 7-Billing Section 1.12.9	AT&T position statement: What should be the term limitation for Back-Billing and Credit Claims.	1.12.9 Limitation on Back-billing <u>and Credit Claims:</u> 1.12.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to: 1.12.9.1.1 Back-bill for <u>or credit claim for</u> 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 <u>twelve (12) six (6)</u> months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing <u>or the Billed Party provided written notice to the Billing Party of the claimed credit amount.</u> The Parties agree that the <u>twelve (12) six (6)</u> 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 <u>twelve six</u> 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 <u>collection</u> for any Interconnection <u>products and/or services</u> <u>Services</u> more than <u>twelve (12) six (6)</u> months after the	AT&T9-State is willing to agree to term limits for both Back-Billing and Credit Claims of six (6) months.	

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			<u>Interconnection products and/or services Services</u> was provided when the ability or right to charge or the proper charge for the <u>Interconnection products and/or services Services</u> was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing <u>or credits</u> shall be the longer of (a) the period specified by the commission in the final order allowing or approving such charge <i>change</i> or (b) <u>twelve (12) six (6)</u> months from the date of the final order allowing or approving such charge <u>or (c) twelve months from the date of approval of any executed amendment to this Agreement required to implement such charge.</u> <u>1.12.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection Services purchased under this Agreement, except that Intercarrier Compensation is specifically excluded from this Section 12.0 and is addressed separately in the Attachment – 02 Network Interconnection.</u>		
AT&T Attachm ent 7 Billing Issue 13a	Attachment 7- Billing Section 3		3. <u>Dispute Resolution Intentionally left blank</u> 3.1 <u>Finality of Disputes:</u> 3.1.1 <u>Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.</u> 3.1.2 <u>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</u>	AT&T proposed contract language provides for an effective framework for analyzing and resolving disputes between the parties prior to engaging other third Parties such as PSC, court, or mediator.	Original GTC Section 14, is all that has been, or continues to be, necessary for a Party bring a dispute before the Commission, FCC and obtain court review. Sprint does not accept nor agree that it is in anyway appropriate for AT&T to attempt to force a complex Dispute resolution procedure upon competing carriers as proposed in its new

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			<u>immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.</u> <u>3.2 Alternative to Litigation:</u> <u>3.2.1 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.</u> <u>3.3 Commencing Dispute Resolution:</u> <u>3.3.1 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:</u> <u>3.3.1.1 Service Center Dispute Resolution</u> <u>3.3.1.2 Informal Dispute Resolution; and</u> <u>3.3.1.3 Formal Dispute Resolution, each of which is described below.</u> <u>3.4 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-9STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".</u>		wireline-specific Attach 7 Billing Section 3 process that, ultimately, can even result in mandatory AAA arbitration in Georgia.

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			<u>3.4.1 If the written Notice given pursuant to the Disputes Resolution Section above discloses that the dispute relates to billing, then the procedures set forth in Section 3.3 above shall be used.</u> <u>3.4.2 For a dispute submitted by the CLEC, the dispute shall first be processed by the appropriate service center for resolution.</u> <u>3.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written Notice of:</u> <u>3.4.3.1 the date of the bill in question;</u> <u>3.4.3.1.1 the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question;</u> <u>3.4.3.1.2 telephone number, circuit ID number or trunk number in question;</u> <u>3.4.3.1.3 any USOC (or other descriptive information) information relating to the item questioned;</u> <u>3.4.3.1.4 amount billed;</u> <u>3.4.3.1.5 amount in question; and</u> <u>3.4.3.1.6 the reason that the Disputing Party disputes the billed amount.</u> <u>3.4.4 When CLEC is the Disputing Party, CLEC must provide</u>		

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			<u>evidence to AT&T-9STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Requirements to Establish Escrow Accounts Section above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be deemed a “dispute”. Failure to provide the information and evidence required by this Section 3 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC’s irrevocable and full waiver of its right to dispute the subject charges.</u> <u>3.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Disputing Party furnishes all requisite information and evidence under Section 3.4 above by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.</u> <u>3.4.6 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 3.4 above, upon request, the non-Disputing Party will notify the Disputing Party of the status of the dispute and the expected resolution date.</u>		

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			<u>3.4.7 If the Disputing Party is not satisfied by the resolution of the billing dispute under this Section 3.4 above, the Disputing Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 3.5 below of this Agreement.</u> <u>3.5 Informal Dispute Resolution:</u> <u>3.5.1 Upon receipt by one Party of Notice of a dispute by the other Party pursuant to Section 3.3 above or Section 3.4.7 above, 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.</u> <u>3.6 Formal Dispute Resolution:</u> <u>3.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 3.5 above, then either Party may invoke the formal Dispute Resolution procedures described in</u>		

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			<u>this Section 3.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 3.3 above.</u> <u>3.6.2 Claims Subject to Mandatory Arbitration:</u> <u>3.6.2.1 The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 3.7 below:</u> <u>3.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 3.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 3.3 above, the Parties will annualize the actual number of months billed.</u> <u>3.6.3 Claims Subject to Elective Arbitration:</u> <u>3.6.3.1 Claims will be subject to elective arbitration pursuant to Section 3.7 below, 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.</u>		

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			<u>3.6.4 Claims Not Subject to Arbitration:</u> <u>3.6.4.1 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.</u> <u>3.6.4.2 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.</u> <u>3.6.4.3 Actions to compel compliance with the Dispute Resolution process.</u> <u>3.6.4.4 All claims arising under federal or state statute(s), including antitrust claims.</u> <u>3.7 Arbitration:</u> <u>3.7.1 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 Atlanta, Georgia for AT&T SOUTHEAST REGION 9-STATE, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) 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</u>		

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			<u>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 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.</u>		
AT&T Attachment 7 Billing Issue 14	Attachment 7- Billing Section 4	AT&T position statement: Should the Parties agreement contain a separate process for handling Bona Fide Billing Disputes?	4. <u>Intentionally left blank.</u><i>Bona Fide Billing Disputes</i> <i>4.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by the Billing Party. The dispute must be clearly explained by the Disputing Party and supported by written documentation from the Disputing Party, which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the</i>	Bona Fide billing disputes should be handled using the billing dispute process as set out in the General Terms and Conditions.	

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			<i>dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by the Disputing Party until the dispute is resolved. Claims by the Parties for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved, the Disputing Party will make immediate payment on any of the disputed amount owed to the Billing Party or the Billing Party shall have the right to pursue normal treatment procedures. Any credits due to the Disputing Party, pursuant to the Bona Fide Dispute, will be applied to the Disputing Party's account by the Billing Party immediately upon resolution of the dispute.</i> 4.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section. 4.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Billing Party rejects the Disputing Party's Bona Fide Billing Dispute, the Billing Party assumes the responsibility to provide the Disputing Party with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin: 4.2.2 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.		

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			<i>If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.</i> <i>4.2.3 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.</i> <i>4.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. The Billing Party shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.</i>		
AT&T Attachment 7 Billing Issue 15	Attachment 7- Billing Section 5	AT&T issue statement: Should the Parties audit language contain the reference to the Section number to the General Terms and Conditions?	5. Audits and Examinations Audits and examinations related to billing will be conducted in accordance with Section 22 the General Terms and Conditions of this Agreement.	Yes. The Audit language is a general provision, and thus, it should be in the General Terms and Conditions of this Agreement.	

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		Sprint issue statement:			
AT&T Attachment 7 Billing Issue 16	Attachment 7- Billing Section 7	AT&T Issue: Should the interconnection agreement contain supporting documentation for the settlement of alternately billed calls via Non-Intercompany Settlement System (NICS)?	<u>7. Intentionally left blank. Non-Intercompany Settlement System (NICS)</u> <u>General Provisions</u> <u>7.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T- 9STATE billed by Sprint (when the Sprint is using its own End Office Switch), or messages originated by Sprint and billed by AT&T9STATE within the same and AT&T-9STATE State (i.e., messages for intrastate/intraLATA traffic only).</u> <u>7.2 AT&T9STATE will also collect the revenue earned by Sprint within the AT&T-9STATE territory from another LEC also within the AT&T-9STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of Sprint. AT&T-9STATE will remit the revenue billed by Sprint within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T-9STATE and the resulting charge or credit issued to Sprint via a monthly invoice in arrears.</u> <u>7.3 NICS does not extend to 900 or 976 calls or to other pay per call services.</u> <u>7.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T-9STATE and Sprint. NICS</u>	Yes. Without such supporting language, the Parties will not be able to settle local and toll LEC-carried alternately billed calls with all other participating LECs.	

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			<u>settlement will be incorporated into the Sprint's monthly invoice.</u> 7.5 <u>This Attachment does not cover calls originating and billing within a state outside of and/or AT&-9STATE.</u> 7.6 <u>NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).</u> 7.7 <u>The Party billing the End User shall be responsible for all uncollectible amounts.</u> 7.8 <u>Net payment shall be due within thirty (30) calendar days of the date of the invoice.</u> 7a. <u>Responsibilities of the Parties</u> 7a.1 <u>Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.</u>		
AT&T Attachment 7 Billing Issue 17	Attachment 7-Billing Section 8	AT&T Issue: Should the Parties' agreement DUF language limit DUF to "resale	8. Daily Usage File 8.1 Introduction Upon written request from Sprint, AT&T-9STATE will provide Sprint a Daily Usage File (DUF) for <i>Resale Services services</i> provided	No, the DUF language should encompass all services provided under the terms of the agreement, and should not be limited to "Resale Services" as	

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		services” since Sprint has requested the Resale Attachment to be omitted in its entirety. Should the agreement provide a reference to the location of the procedures and processes for implementation of interfaces? Sprint Issue:	hereunder. A DUF will be provided by AT&T-9STATE 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 <u>service Resale Services</u> to the extent that similar usage sensitive information is provided to retail End Users of AT&T-9STATE within that state, (ii) with sufficient detail to enable Sprint to bill its End Users for usage sensitive services furnished by AT&T-9STATE in connection with <u>service Resale Services</u> provided by AT&T-9STATE, and (iii) operator handled calls provided by AT&T-9STATE. <u>Procedures and processes for implementing the interfaces with AT&T-9STATE will be included in implementation requirements documentation.</u>	suggested by Sprint. In fact, the Resale Attachment is not being included in this agreement, therefore, any reference to resale services is not applicable. Yes, it's appropriate to provide the location of processes for the implementation of interfaces.	
AT&T Attachment 7 Billing Issue 18	Attachment 7- Billing Section 9	AT&T issue: Should AT&T obligated to expand”? Sprint Issue:	<u>AT&T:</u> <u>9. No proposed language.</u> <u>Sprint:</u> <u>9 Recording Failures Intentionally left blank.</u> 9.1 <u>When Sprint message data are lost, damaged, or destroyed as a result of AT&T-9STATE error or omission when either Party is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which</u>	No. “Recording Failure” is addressed in Section 10.4.3, which limits the Parties liability to each other.	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing

Legend: **AT&T language in bold and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 8.3.3 and AT&T-9STATE shall compensate Sprint for this lost revenue.</i>		
AT&T Attachment 7 Billing Issue 19	Attachment 7- Billing Section 9a.	AT&T Issue: AT&T issue: Should AT&T obligated to expand Limitation of Liability related to Material Loss?"	AT&T: 9a. No proposed language. <i>Sprint</i> <i>9.a Material Loss Intentionally left blank.</i> <i>9.a.1 AT&T-9STATE shall review its daily controls to determine if data has been lost. AT&T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&T-9STATE to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.</i> <i>9.a.2 From message and minute volume reports for the Party experiencing the loss, AT&T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred.</i> <i>9.a.3 AT&T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.</i>	No. Material Loss is addressed in Section 10.4.3, which limits the Parties liability to each other.	

**AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing**

**Legend: AT&T language in bold and underlined
Sprint language in bold italics**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<i>Exceptions:</i> <i>A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.</i> <i>B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.</i> <i>C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).</i> <i>D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.</i>		
AT&T Attachment 7 Billing Issue 20	Attachment 7-Billing Section 10	AT&T Issue: A) Sections 10.1.1 and 10.1.2, and 10.1.4 What language should govern	10. Recording 10.1 Responsibilities of the Parties 10.1.1 <u>AT&T-9STATE</u> will record all <u>IXC transported telephone toll service</u> messages <u>for CLEC</u> carried over <u>all Feature Group Switched Access Services Interconnection Facilities</u> that are available to AT&T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-9STATE-provided equipment or operators) will not	A) This language addresses the recording of all IXC traffic that AT&T records via Feature Group services in support of the record exchange process for Meet	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing

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Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		recording of IXC Traffic? And what is the exchange process for reciprocal compensation? Sprint Issue: B) Section 10.1.5. Are EMI Record format necessary? C) Section 10.1.7.	be recorded. The Recording equipment will be provided at locations selected by AT&T-9STATE. 10.1.2 AT&T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for <u>IXC transported telephone toll service</u> messages <u>if the messages are</u> recorded by AT&T-9STATE. 10.1.3 AT&T-9STATE will provide AURs that are generated by AT&T-9STATE. 10.1.4 Assembly and Editing will be performed on all <u>IXC transported telephone toll</u> messages recorded by AT&T-9STATE. <u>10.1.5 Standard EMI Record formats for the provision of Billable Message detail and AUR detail will be established by AT&T-9STATE and provided to CLEC. Intentionally left blank.</u> 10.1.6 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location. 10.1.7 <u>AT&T-9STATE</u> will provide message detail to <u>CLEC Sprint</u> in data files, (a <u>Secure File Transfer Protocol</u> or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the <u>CLEC Sprint</u> to receive End User billable Records, <u>the CLEC Sprint</u> may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.	Point Billing to IXCs. There is no record exchange process for reciprocal compensation between the two Parties. Each Party bills based on their own terminating recordings. Therefore, Sprints proposed changes cannot be accepted by AT&T-9States. B) AT&T must use the standard EMI Record formats to provide recorded data to Sprint. C) AT&T-States will agree to Sprint's proposed language in this Section 10.1.7.	

**AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing**

**Legend: AT&T language in bold and underlined
Sprint language in bold italics**

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		D) Sections 10.2. and 10.2.1. Is Reciprocal recording necessary in this Section 10.2? E) Section 10.2.2. Are Sprint's modification necessary for this Section 10.2.2? F) Section 10.2.3. G) Section 10.2.4. Are	10.1.8 <u>CLEC Sprint</u> will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-9STATE reserves the right to limit the frequency of transmission to existing AT&T-9STATE processing and work schedules, holidays, etc. 10.2 <i>The Recording Party</i> <u>AT&T-9STATE</u> will determine the number of data files required to provide the AUR detail to <u>CLEC receiving Party</u>. 10.2.1 Recorded <u>Billable Message AUR</u> detail and/or AUR detail previously provided <u>CLEC Sprint</u> and lost or destroyed through no fault of <u>AT&T-9STATE the sending Party</u> will not be recovered and made available to <u>CLEC the receiving Party</u> except on an individual case basis at a cost determined by <u>AT&T-9STATE the Recording Party</u>. 10.2.2 When <u>AT&T-9STATE</u> receives rated Billable Messages from an IXC or another LEC that are to be billed by <u>CLEC Sprint, AT&T-9STATE</u> may forward those messages to <u>CLEC Sprint or designated CMDs Hosting service provider</u>. 10.2.3 <u>AT&T-9STATE</u> will record the applicable detail necessary to generate AURs and forward them to <u>CLEC Sprint</u> for its use in billing access to the IXC. 10.2.4 When <u>CLEC Sprint</u> is the Recording Company, <u>the CLEC Sprint</u> agrees to provide its recorded <u>Billable Messages telephone toll service message detail and AUR detail data</u> to AT&T-9STATE <u>under the same terms and conditions of this Section per MECAB guidelines</u>.	D) No. These changes are not required. Reciprocal recording requirements are addressed in 10.2.4. E) No. There is no need for this modification since the transmission of Billable Messages are addressed and agreed upon by Sprint in 10.1.7.	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Sprint's proposed changes necessary to this Section 10.2.4. H) Section 10.2.5. Is Sprint's proposed language necessary? I) Section 10.3.1. Are Sprint's proposed changes necessary for this Section 10.3.1?	<i>10.2.5 To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such facilities will be equally shared.</i> 10.3 Basis of Compensation 10.3.1 <u>AT&T-9STATE as the</u> <i>The</i> Recording Company <i>Party</i>, agrees to provide <i>EMI</i> recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs in accordance with this Section on a reciprocal, no-charge basis. <u>CLEC, as the Recording Company, agrees to provide any and all AURs required by AT&T-9STATE on a reciprocal, no-charge basis.</u> The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.	F) For this Section 10.2.3, AT&T-9State will agree to Sprint's proposed language. G) No. AURs includes the recording of all IXC traffic that AT&T records via Feature Group services in support of the record exchange process for Meet Point Billing to IXCs. There is no record exchange process for reciprocal compensation between the two Parties. Each Party bills based on their own terminating recordings. Therefore, Sprints proposed changes should be rejected. Moreover, The specific terms and conditions addressed in this section of the ICA are not discussed in MECAB. Therefore, Sprint's proposed language should be rejected. H) No. Meet Point Billing to IXCs. There is no record exchange process for	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing

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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
				reciprocal compensation between the two Parties. Each Party bills based on their own terminating recordings. Therefore, Sprints proposed language cannot be accepted by AT&T. I) No. EMI is a format of providing call detail information. It is not a type of recording. Furthermore, there is no ordering of AURs for IXC traffic	
AT&T Attachment 7 Billing Issue 21	Attachment 7- Billing Section 10.4	AT&T Issue: A) Section 10.4.2 B) Section 10.4.3. Are	10.4 Limitation of Liability 10.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement. 10.4.2 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement Section where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages. 10.4.3 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge.	A) AT&T-9State accepts Sprint's proposed changes. B) No. AT&T does not keep	

AT&T Tennessee and Sprint Communications Company, L.P.
Decision Point List - CLEC
Attachment 7 - Billing

Legend: AT&T language in bold and underlined
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Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
		Sprints proposed change necessary for this Section 10.4.3? C) Section 10.4.4. Is AT&T's proposed language necessary for this Section 10.4.4?	Such requests to recover the data, <i>at no charge</i>, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company <i>shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company will retrieve and provide requested records up to twenty-four (24) months back on an individual case basis at a reasonable cost determined by the Recording Party.</i> 10.4.4 <i>If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, Assembly and Editing, rating, Message Processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail. Intentionally left blank.</i>	such records for retransmission for 24 months. Therefore, Sprint's proposed language cannot be accepted by AT&T-9States. C) Yes. If either recording Party fails to provide AURs for billing the IXC to the non-recording party, then it is reasonable that recording Party should be liable for such lost revenues.	

AT&T TENNESSEE and Sprint Communications Company, L.P.
Disputed Point List (DPL) - CLEC
Attachment 9 – PERFORMANCE MEASUREMENTS - TENNESSEE

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Performance Measurements Issue 1	Attachment 9 – Performance Measurements Entire Attachment	What Performance Measurements language should be included in the Parties' Interconnection Agreement?	<i>BellSouth will follow the rulings of the state regulatory commissions pertaining to performance measurements and enforcement mechanisms that are now in effect or that become effective after execution of this Agreement. In the interim, the regional BellSouth Service Quality Measurements (SQM) document as posted on the BellSouth website will be followed in all states except Tennessee. In Tennessee, the attached SQM will be followed until superceded by a Tennessee Regulatory Authority ordered Tennessee specific SQM that shall be implemented without amendment to this Agreement.</i> 1.0 <u>General Provisions</u> 1.1 <u>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-9STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are</u>	AT&T's performance measurement language is appropriate because it fully states the parties' rights and obligations.	AT&T does not have a clear understanding of Sprint's position regarding Attachment 9, therefore, we rely on Sprint to provide input for itself.

AT&T TENNESSEE and Sprint Communications Company, L.P.
Disputed Point List (DPL) - CLEC
Attachment 9 – PERFORMANCE MEASUREMENTS - TENNESSEE

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and within this Agreement.</u> 1.2 <u>AT&T-9STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plans(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-9STATE has discriminated in the provision of any facilities or services under Section 251 or 252, or has violated any state or federal law or regulation. AT&T-9STATE'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-9STATE'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.</u> 1.3 <u>Nothing herein shall be interpreted to be a waiver of AT&T-9STATE's right to argue and</u>		

AT&T TENNESSEE and Sprint Communications Company, L.P.
Disputed Point List (DPL) - CLEC
Attachment 9 – PERFORMANCE MEASUREMENTS - TENNESSEE

Legend: AT&T language bolded and underlined
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
			<u>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.</u> 2.0 <u>Region-Specific Provisions</u> <u>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 of AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.</u>		

AT&T TENNESSEE and Sprint Communications Company, L.P.
Decision Point List (DPL)
ATTACHMENT 11 – PRICING SCHEDULE

Legend: **AT&T language in bold and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 11 – KY Pricing Schedule Issue 1	Pricing Schedule (Attachment 11) – Entire Attachment	AT&T Issue: Should the AT&T Tennessee Proposed Pricing Schedule be included in the Parties' agreement. Sprint Issue: Note: AT&T has not received Sprint's specific concerns regarding the Pricing Schedule	Entire attachment	Yes, the AT&T Proposed Pricing Schedule should be included.	

AT&T TENNESSEE and Sprint Communications Company, L.P.
Decision Point List (DPL)
ATTACHMENT 11 – PRICING SCHEDULE – Attachment with elements/\$ amounts

Legend: **AT&T language in bold and underlined**
Sprint language in bold italics

Issue No.	Issue Appendix/ Location	Issue Description	Disputed Contract Language	AT&T Position	Sprint Position
AT&T Attachment 11a – TN Pricing Schedule Issue 1	Pricing Schedule (Attachment 11a) – Contains elements and dollar amounts Entire Attachment	AT&T Issue: Should the AT&T Tennessee Proposed Pricing Schedule be included in the Parties' agreement. Sprint Issue: Note: AT&T has not received Sprint's specific concerns regarding the proposed prices	Entire attachment	Yes, the AT&T Proposed Prices for Tennessee should be included in the parties' interconnection agreement.	

AT&T-9STATE's
TRANSIT TRAFFIC SERVICE Exhibit
for Transit Traffic in TENNESSEE

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1.0 Introduction

- 1.1 This Transit Traffic Service Exhibit ("Exhibit") sets forth the rates, terms and conditions of **AT&T-9STATE's** Transit Traffic Service when **AT&T-9STATE** is acting as a Transit Service Provider. **AT&T-9STATE's** Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not originate with (or terminate to) **AT&T-9STATE's** End User. Transit Traffic Service allows **[INSERT Customer Legal Name]** ("CLEC" as referenced as "**[INSERT Customer Short Name]**") to exchange CLEC originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier utilizing **AT&T-9STATE's** Transit Traffic Service.
- 1.2 **AT&T-9STATE** offers this Transit Traffic Service Exhibit to interconnected Competitive Local Exchange Carriers ("Competitive LECs") or to interconnected Out of Exchange Local Exchange Carriers (OELECs) (i.e., carriers that interconnect with **AT&T-9STATE's** network but operate and/or provide Telecommunications Services outside of **AT&T-9STATE's** incumbent local exchange area).

2.0 Definitions

The definitions in this Transit Exhibit are for purposes of this Transit Exhibit only, and if the definitions herein conflict with any definitions in the General Terms and Conditions of the Agreement, then the definitions herein govern, for the purpose of this Transit Exhibit only.

- 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "End Office" or "End Office Switch" is an **AT&T-9STATE** switch that directly terminates traffic to and receives traffic from End Users of local Exchange Services.
- 2.4 "Exchange Service" means Telephone Exchange Service as defined in the Telecommunications Act of 1996.
- 2.5 "ISP-Bound Traffic", for the purposes of this Transit Traffic Service Exhibit is defined as Telecommunications Traffic exchanged between CLEC's End User and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.
- 2.6 "IntraLATA Toll Traffic" is defined as traffic exchanged between CLEC's End Users and the end users of a Third Party Terminating Carrier which subtends an **AT&T-9STATE** Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Exhibit, traffic between CLEC's End Users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the **AT&T-9STATE** local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.
- 2.7 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

- 2.8 “Section 251(b)(5) Traffic” means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC’s End Users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.9 “Section 251(b)(5)/IntraLATA Toll Traffic” for the purposes of this Exhibit means, (i) Section 251(b)(5) Traffic, and/or (ii) ISP-bound Traffic, and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.10 “Tandem” or “Tandem Switch” is an AT&T-9STATE switch used to connect Trunks between and among other Central Office Switches.
- 2.11 “Third Party Trunk Group” (AT&T SOUTHEAST REGION 9-STATE) is a trunk group between CLEC and AT&T SOUTHEAST REGION 9-STATE’s Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an AT&T SOUTHEAST REGION 9-STATE End User. All such traffic is collectively referred to as Third Party Traffic.
- 2.12 “Third Party Originating Carrier” means a Telecommunications Carrier (e.g., Competitive LEC, Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-9STATE’s network and is delivered to CLEC.
- 2.13 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when CLEC uses AT&T-9STATE’s Transit Traffic Service (e.g., Competitive LEC, ILEC, CMRS provider or OELEC).
- 2.14 “Transit Service Provider” means AT&T-9STATE when providing its Transit Traffic Service.
- 2.15 “Transit Traffic” means traffic originating on CLEC’s network that is switched and/or transported by AT&T-9STATE and delivered to a Third Party’s network, or traffic originating on a Third Party’s network that is switched and/or transported by AT&T-9STATE and delivered to CLEC’s network. A call that is originated or terminated by a Competitive LEC purchasing local switching pursuant to a commercial agreement with AT&T-9STATE including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) is not considered a transit call for the purposes of this Exhibit. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELCS calls but does not include traffic to/from IXC’s.
- 2.16 “Transit Traffic Service” is an optional non Section 251 switching and intermediate transport service provided by AT&T-9STATE to CLEC where CLEC is directly interconnected with an AT&T-9STATE Tandem. AT&T-9STATE neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Exhibit, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic within the same LATA, ISP-Bound Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T-9STATE Tandem Switch where an AT&T-9STATE End User is neither the originating nor the terminating Party.

- 2.17 “Trunk” or “Trunk Group” means the switch port interface(s) and the communication path created to connect CLEC’s network with AT&T-9STATE’s network for the purpose of interconnection pursuant to the Act.

3.0 Responsibilities of the Parties

- 3.1 AT&T-9STATE will provide CLEC with AT&T-9STATE’s Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-9STATE is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.

- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC’s network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-9STATE End User.

- 3.3 Transit Traffic Service rates apply to all minutes of use (MOUs) when CLEC sends Transit Traffic to a Third Party Terminating Carrier’s network. CLEC agrees to compensate AT&T-9STATE for the Transit Traffic Service provided at the rates set forth in the attached Transit Traffic Service Pricing Exhibit.

4.0 CLEC Originated Traffic

- 4.1 CLEC has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T-9STATE for transiting to such Third Party Terminating Carriers. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such traffic compensation arrangements. In the event CLEC originates traffic that transits AT&T-9STATE’s network to reach a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-9STATE will bill their respective charges directly to CLEC. AT&T-9STATE will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will AT&T-9STATE be required to pay any termination charges to the Third Party Terminating Carrier.

- 4.2 In the event CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-9STATE to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-9STATE has delivered, CLEC will indemnify AT&T-9STATE for any and all charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-9STATE agrees to allow CLEC to participate as a Party.

- 4.3 CLEC will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-9STATE’s network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-9STATE identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, CLEC agrees to cooperate to investigate and take corrective action. If CLEC is passing CPN but AT&T-9STATE is not properly receiving information, CLEC will work cooperatively to correct the problem. If the CPN is not received from the CLEC, AT&T-9STATE can not forward the CPN and CLEC will indemnify, defend and hold harmless AT&T-9STATE from any and all Losses arising out of the failure of any traffic transiting AT&T-9STATE’s network to have CPN.

- 4.4 CLEC, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge **AT&T-9STATE** when **AT&T-9STATE** provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC.
- 5.2 When **AT&T-9STATE**, operating as a Transit Service Provider, routes Transit Traffic to CLEC from a Third Party Originating Carrier, **AT&T-9STATE** agrees to pass the originating CPN information to CLEC as provided by the Third Party Originating Carrier.
- 5.3 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of CLEC from **AT&T-9STATE** serving as the Transit Service Provider. Where **AT&T-9STATE** is providing a Transit Traffic Service, **AT&T-9STATE** will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, **AT&T-9STATE** can not forward the CPN; therefore, CLEC will indemnify, defend and hold harmless **AT&T-9STATE** from any and all Losses. If **AT&T-9STATE** or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CLEC agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but **AT&T-9STATE** or CLEC is not properly receiving information, CLEC will work cooperatively to correct the problem.
- 5.4 CLEC agrees to seek terminating compensation directly from the Third Party Originating Carrier. **AT&T-9STATE**, as the Transit Service Provider will not be obligated to pay for Transit Traffic or be considered as the default originator.

6.0 Transit Traffic Trunk Groups

- 6.1 **AT&T SOUTHEAST REGION 9-STATE** – Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Interconnection Agreement(s) for Transit Trunk Groups or Third Party Trunk Groups will be utilized for the routing of Transit Traffic.
- 6.2 Transit Traffic not routed to the appropriate **AT&T-9STATE** Tandem shall be considered misrouted. Transit Traffic routed at or through any **AT&T-9STATE** End Office Switch shall be considered misrouted.
- 6.3 Upon written notification from **AT&T-9STATE** of misrouting of Transit Traffic by CLEC as identified above, CLEC will take appropriate action and correct such misrouting within a reasonably practical period of time (no longer than 60 calendar days) after receipt of notification of such misrouting.

7.0 Direct Trunking Requirements

- 7.1 When Transit Traffic from CLEC routed through the **AT&T-9STATE** Tandem to another Local Exchange Carrier, CLEC or wireless carrier, requires twenty-four (24) or more trunks, upon **AT&T-9STATE** written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within sixty (60) calendar days. CLEC shall route Transit Traffic via **AT&T-9STATE's** Tandem switches, and not through any **AT&T-9STATE** End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the **AT&T-9STATE** Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 Unless otherwise specified, Transit Traffic Services rates apply to all MOUs when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through **AT&T-9STATE's** tandem switch where an **AT&T-9STATE** End User is neither the originating nor the terminating Party. CLEC agrees to compensate **AT&T-9STATE** operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Pricing Exhibit.

8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Pricing Exhibit, attached hereto):

8.1.1.1 **AT&T SOUTHEAST REGION 9-STATE**

Tandem Intermediary Charge (TIC) - charge for Transit Service on a per MOU basis

8.2 **AT&T SOUTHEAST REGION 9-STATE** Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with **AT&T SOUTHEAST REGION 9-STATE** shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.3 **AT&T SOUTHEAST REGION 9-STATE** CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to **AT&T SOUTHEAST REGION 9-STATE** as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

