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June 7, 2010

VIA HAND DELIVERY

filed electronically in docket office on 06/07/10

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

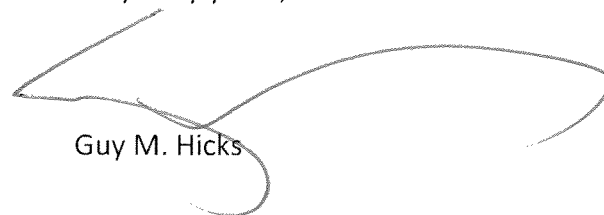
Re: *Approval of the Paging Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Comserv Services, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 10-00110

Dear Chairman Kyle:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Paging Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Comserv Services, LLC.*

AT&T Tennessee respectfully requests that this matter be placed on the Authority's next Conference Agenda.

Very truly yours,



Guy M. Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Approval of the Paging Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Comserv Services, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE PAGING AGREEMENT
NEGOTIATED BY BELL SOUTH TELECOMMUNICATIONS, INC. D/B/A
AT&T TENNESSEE AND COMSERV SERVICES, LLC

COME NOW BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee ("AT&T") and Comserv Services, LLC ("Comserv") and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Paging Interconnection Agreement (the "Agreement"). The Agreement was negotiated between Comserv and AT&T pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating Comserv's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. Comserv and AT&T, therefore, respectfully request that the Authority act within the 90 days specified by the Act and approve the Agreement.

In support of their request, Comserv and AT&T state the following:

THE PARTIES

1. AT&T is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. Comserv is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide paging CMRS in a specific market in Tennessee.

THE AGREEMENT

3. Comserv and AT&T have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. AT&T and Comserv have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.

5. Pursuant to Section 252 (e) of the Act, Comserv and AT&T are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with AT&T pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between Comserv and AT&T within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any

portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. Comserv and AT&T aver that the Agreement is consistent with the standards for approval.

10. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

11. Comserv and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE

By: _____

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

CERTIFICATE OF SERVICE

I hereby certify that on June 7, 2010, a copy of the foregoing document was served on the following, via the method indicated:

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

Mr. Ken Hunt
Comserv Services, LLC
1246 Sycamore View Road
Memphis, TN 38134
kenhunt@comservinc.com

GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

<u>Section</u>	<u>Section Number</u>
Introduction	1.0
Definitions.....	2.0
Interconnection	3.0
Signaling	4.0
NPA-NXX	5.0
Trunks	6.0
Trunk Forecasting.....	7.0
Reciprocal Compensation Rates and Billing.....	8.0
Terms and Compensation For Use of Facilities	9.0
Interpretation, Construction and Severability	10.0
Notice of Network Changes.....	11.0
Responsibilities of the Parties.....	12.0
Insurance	13.0
Assignment or Corporate Name Change	14.0
Effective Date, Term and Termination.....	15.0
Assurance of Payment	16.0
Billing and Payment of Charges	17.0
Nonpayment and Procedures for Disconnection	18.0
Dispute Resolution	19.0
Audits	20.0
Disclaimer of Representations and Warranties.....	21.0
Limitation of Liability	22.0
Indemnity	23.0
Intellectual Property/License	24.0
Notices	25.0
Publicity and Use of Trademarks or Service Marks.....	26.0
Confidentiality	27.0
Intervening Law.....	28.0
Governing Law	29.0
Regulatory Approval	30.0
Compliance and Certification.....	31.0
Law Enforcement	32.0
Relationship of the Parties/Independent Contractor	33.0
No Third Party Beneficiaries; Disclaimer of Agency.....	34.0
Subcontracting.....	35.0
Responsibility for Environmental Contamination.....	36.0
Force Majeure.....	37.0
Taxes.....	38.0
Non Waiver	39.0
Network Maintenance and Management	40.0
Expenses	41.0
Conflict of Interest	42.0
Survival of Obligation.....	43.0
Scope of Agreement	44.0
Amendments and Modifications	45.0
Authority	46.0
Counterparts.....	47.0
Dialing Parity	48.0
Remedies	49.0
Entire Agreement	50.0

ONE-WAY PAGING INTERCONNECTION AGREEMENT

This One-Way Paging Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service ("CMRS"), by and between one or more of the AT&T Inc. owned 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 Bell Inc. d/b/a AT&T Wisconsin, (only to the extent that the agent for each such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) and Comserv Services, LLC fka Memphis SMR LP ("Carrier" also referenced as "Comserv Services, LLC"), (a Tennessee Limited Liability Company), shall apply to the State(s) of Tennessee.

WHEREAS, Carrier holds authority from the Federal Communications Commission (FCC) to operate as a one-way paging provider to provide Authorized Services in the State(s), and intends to provide one-way paging services employing such licensed frequency(ies); and

WHEREAS, the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of one-way paging services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and

WHEREAS, the Parties are entering into this Agreement to set forth their respective rights and obligations and the terms and conditions under which they will interconnect their networks to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified in, Section 2.0 below, "Definitions", or as defined elsewhere in this Agreement.
- 1.2 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GTC), set forth below, and any Attachments, Schedules, Exhibits and Addenda immediately following the GTC, all of which are hereby incorporated into this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

- 2.1 "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.
- 2.2 "Access Service Request (ASR)" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 2.3 "Access Tandem" mean a local exchange Carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and an IXC POP.
- 2.4 "Accessible Letter(s)" means AT&T-22STATE correspondence used to communicate pertinent information regarding AT&T-22STATE to the Carrier community and is (are) provided via posting to the AT&T-22STATE CLEC Online and/or Prime Access website.
- 2.5 "Affiliate" is as defined in the Act.
- 2.6 "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.

- 2.7 “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.8 “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 Bell, Inc. d/b/a AT&T Wisconsin. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.
- 2.9 “AT&T-22STATE” means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
- 2.10 “AT&T-21STATE” means the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.
- 2.11 “AT&T-13STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.12 “AT&T-12STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.13 “AT&T-10STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.14 “AT&T-8STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.15 “AT&T-7STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.16 “AT&T-4STATE” means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.17 “AT&T ALABAMA” means the AT&T-owned ILEC doing business in Alabama.
- 2.18 “AT&T ARKANSAS” means the AT&T-owned ILEC doing business in Arkansas.
- 2.19 “AT&T CALIFORNIA” means the AT&T-owned ILEC doing business in California.
- 2.20 “AT&T CONNECTICUT” means the AT&T-owned ILEC doing business in Connecticut.
- 2.21 “AT&T FLORIDA” means the AT&T-owned ILEC doing business in Florida.
- 2.22 “AT&T GEORGIA” means the AT&T-owned ILEC doing business in Georgia.
- 2.23 “AT&T ILLINOIS” means the AT&T-owned ILEC doing business in Illinois.
- 2.24 “AT&T INDIANA” means the AT&T-owned ILEC doing business in Indiana.
- 2.25 “AT&T KANSAS” means the AT&T-owned ILEC doing business in Kansas.
- 2.26 “AT&T KENTUCKY” means the AT&T-owned ILEC doing business in Kentucky.
- 2.27 “AT&T LOUISIANA” means the AT&T-owned ILEC doing business in Louisiana.
- 2.28 “AT&T MICHIGAN” means the AT&T-owned ILEC doing business in Michigan.
- 2.29 “AT&T MIDWEST REGION 5-STATE” means the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.30 “AT&T MISSISSIPPI” means the AT&T-owned ILEC doing business in Mississippi.
- 2.31 “AT&T MISSOURI” means the AT&T-owned ILEC doing business in Missouri.
- 2.32 “AT&T NEVADA” means the AT&T-owned ILEC doing business in Nevada.

- 2.33 "AT&T NORTH CAROLINA" means the AT&T-owned ILEC doing business in North Carolina.
- 2.34 "AT&T OHIO" means the AT&T-owned ILEC doing business in Ohio.
- 2.35 "AT&T OKLAHOMA" means the AT&T-owned ILEC doing business in Oklahoma.
- 2.36 "AT&T SOUTH CAROLINA" means the AT&T-owned ILEC doing business in South Carolina.
- 2.37 "AT&T SOUTHEAST REGION 9-STATE" means the AT&T-owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.38 "AT&T SOUTHWEST REGION 5-STATE" means the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.39 "AT&T TENNESSEE" means the AT&T-owned ILEC doing business in Tennessee.
- 2.40 "AT&T TEXAS" means the AT&T-owned ILEC doing business in Texas.
- 2.41 "AT&T WEST REGION 2-STATE" means the AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.42 "AT&T WISCONSIN" means the AT&T-owned ILEC doing business in Wisconsin.
- 2.43 "Audited Party" means the Party being audited by the Auditing Party.
- 2.44 "Auditing Party" means the Party conducting an audit of the Audited Party's books, records, data and other documents.
- 2.45 "Authorized Services" means those one-way paging services, (i.e., one-way land-to-mobile) from AT&T-22STATE-to-Carrier traffic, within the Major Trading Area ("MTA") which Carrier may lawfully provide pursuant to the Act, and that are considered to be CMRS. Authorized Services do not include ISP traffic or other Information Services, as defined by the Act. This Agreement is solely for Authorized Services.
- 2.46 "Bill Due Date" means thirty (30) calendar days from the bill date.
- 2.47 "Billed Party" means the recipient Party of a bill rendered from the Billing Party.
- 2.48 "Billing Party" means the Party rendering a bill.
- 2.49 "Business Day" means Monday through Friday, excluding holidays on which the applicable AT&T-22STATE ILEC does not provision new retail services and products.
- 2.50 "CABS" means the Carrier Access Billing System.
- 2.51 "Cash Deposit" means a cash security deposit in U.S. dollars held by AT&T-22STATE.
- 2.52 "Central Office Switch" means the switching entity within a Central Office building in the Public Switched Telecommunications Network. The term "Central Office" refers to the building, whereas the term "Central Office Switch" refers to the switching equipment within the 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. Central Offices are also referred to by other terms, some of which are:
- 2.52.1 "End Office Switch" means the switching machine or entity that directly terminates traffic to and receives traffic from purchasers of local 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 Trunks. An End Office Switch also connects its End Users to Tandem Switches.
- 2.52.2 "Tandem Office Switch" or "Tandem Switch" means 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, 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 building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.
- 2.53 "Claim(s)" means any pending or threatened claim, action, proceeding or suit.
- 2.54 "Commercial Mobile Radio Service(s) (CMRS)" is as defined in the Act and FCC rules.
- 2.55 "Commission" means the applicable State agency with regulatory authority over Telecommunications. Unless the context requires otherwise, use of the term "Commissions" means all of the twenty-two (22) agencies listed in this Section. The following is a list of the applicable State agencies:

- 2.55.1 the Alabama Public Service Commission (APSC);
- 2.55.2 the Arkansas Public Service Commission (AR-PSC);
- 2.55.3 the California Public Utilities Commission (CPUC);
- 2.55.4 the Connecticut Department of Public Utility Control (DPUC);
- 2.55.5 the Florida Public Service Commission (FPSC);
- 2.55.6 the Georgia Public Service Commission (GPSC);
- 2.55.7 the Illinois Commerce Commission (IL-CC);
- 2.55.8 the Indiana Utility Regulatory Commission (IN-URC);
- 2.55.9 the Kansas Corporation Commission (KS-CC);
- 2.55.10 the Kentucky Public Service Commission (KPSC);
- 2.55.11 the Louisiana Public Service Commission (LPSC);
- 2.55.12 the Michigan Public Service Commission (MI-PSC);
- 2.55.13 the Mississippi Public Service Commission (MPSC);
- 2.55.14 the Missouri Public Service Commission (MO-PSC);
- 2.55.15 the Public Utilities Commission of Nevada (NV-PUC);
- 2.55.16 the North Carolina Utilities Commission (NCUC);
- 2.55.17 the Public Utilities Commission of Ohio (PUC-OH);
- 2.55.18 the Oklahoma Corporation Commission (OK-CC);
- 2.55.19 the Public Service Commission of South Carolina (PSCSC);
- 2.55.20 the Tennessee Regulatory Authority (TRA);
- 2.55.21 the Public Utility Commission of Texas (PUC-TX); and
- 2.55.22 the Public Service Commission of Wisconsin (PSC-WI).
- 2.56 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 2.57 "Day" means calendar day unless "Business Day" is specified.
- 2.58 "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:
 - 2.58.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 2.58.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 2.58.3 any Force Majeure Event.
- 2.59 "Digital Signal Level" is one of several transmission rates in the time-division multiplex hierarchy.
 - 2.59.1 "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 twenty-four (24) DS-0 channels in a DS-1.
 - 2.59.2 "Digital Signal Level 1 (DS-1)" means the 1.544 Mbps first level signal in the time division multiplex hierarchy.
- 2.60 "Discontinuance Notice" means the written notice sent by the Billing Party to the Non-Paying Party that notifies the Non-Paying Party that to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges.

- 2.61 "Disputed Amounts" means the amounts that the Disputing Party contends are billed incorrectly.
- 2.62 "Disputing Party", as used in this Agreement, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.63 "Electronic File Transfer" means any system or process that uses an electronic protocol to send or receive data files.
- 2.64 "End User(s)" means the End User purchaser of Telecommunications Services from AT&T-22STATE or Carrier. 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.
- 2.65 "Facility" or "Facilities" means the wire, line, or cable dedicated to the transport of Authorized Services traffic between the Parties' respective networks.
- 2.66 "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.
- 2.67 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.68 "Interconnection" is as defined/required in the Act.
- 2.69 "Interconnection Service(s)" means Interconnection functions, Trunk and Facilities offered under this Agreement.
- 2.70 "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.
- 2.71 "Internet Service Provider (ISP)" means an Enhanced Service Provider ("ESP") that provides Internet Services, as defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 2.72 "LATA" means Local Access and Transport Area as defined in the Act.
- 2.73 "Late Payment Charge" means the charge that is applied by AT&T-22STATE when Carrier fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from Carrier 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 AT&T-22STATE as of the Bill Due Date, or if the Carrier does not submit the Remittance Information.
- 2.74 "Letter of Credit" means an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-22STATE naming the AT&T-owned ILEC(s) designated by AT&T-22STATE as the beneficiary (ies) thereof and on the AT&T-22STATE Letter of Credit form.
- 2.75 "Local Exchange Carrier (LEC)" is as defined in the Act.
- 2.76 "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.
- 2.77 "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).
- 2.78 "Minutes of Use or (MOU)" means the minutes of use for a Completed Call, as measured by the Parties' equipment from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 2.79 "MTA" ("Major Trading Area") is as defined in 47 C.F.R. § 24.202(a).
- 2.80 "Non-Paying Party" means the Party that has not made payment by the Bill Due Date of all amounts on the invoice rendered by the Billing Party.
- 2.81 "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 20.1-20.3 of this General Terms and Conditions.
- 2.82 "Paging Terminal" means Carrier's mechanism that receives calls that originate on AT&T-22STATE's network and transmits the calls to the pager of the called party. A Paging Terminal is not used to perform originating functions for termination of traffic on AT&T-22STATE's network.
- 2.83 "Party" means either Carrier 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 Carrier and the AT&T-owned ILEC.

- 2.84 “Past Due” means when Carrier fails to remit payment to AT&T-22STATE for any charges by the Bill Due Date, or if Carrier pays any portion of the charges to AT&T-22STATE after the Bill Due Date, or if Carrier pays any portion of the charges to AT&T-22STATE in funds which are not immediately available to AT&T-22STATE as of the Bill Due Date. Any of the foregoing circumstances, either individually or collectively, means “Past Due”.
- 2.85 “Person” means an individual a partnership, an association, a joint venture, a corporation, a business, a trust, an unincorporated organization, any other entity organized under Applicable Law, or any Governmental Authority.
- 2.86 “POI” (“Point of Interconnection”) means the physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. 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.
- 2.87 “Rate Center” means the specific geographic point and corresponding geographic area defined by the applicable State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.
- 2.88 “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.
- 2.89 “Remittance Information” means the information that Carrier must provide to AT&T-22STATE when Carriers remits payment to AT&T-22STATE, including identification of the invoice(s) to which the payment applies, the Billing Account Numbers (BANs) to which the payment applies and the specific amount to be applied to each BAN and invoice.
- 2.90 “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 it must be in the same LATA as the NPA-NXX.
- 2.91 “Service Start Date” means the date on which AT&T-22STATE first supplies services to Carrier under this Agreement.
- 2.92 “Signaling System 7 (SS7)” means the signaling protocol used by the Common Channel Signaling (CCS) Network that employs data circuits to carry packetized information about each call between switches within the Public Service Telephone Network.
- 2.93 “State Abbreviation” means the following:
- 2.93.1 “AL” means Alabama
 - 2.93.2 “AR” means Arkansas
 - 2.93.3 “CA” means California
 - 2.93.4 “CT” means Connecticut
 - 2.93.5 “FL” means Florida
 - 2.93.6 “GA” means Georgia
 - 2.93.7 “IL” means Illinois
 - 2.93.8 “IN” means Indiana
 - 2.93.9 “KS” means Kansas
 - 2.93.10 “KY” means Kentucky
 - 2.93.11 “LA” means Louisiana
 - 2.93.12 “MI” means Michigan
 - 2.93.13 “MO” means Missouri
 - 2.93.14 “MS” means Mississippi
 - 2.93.15 “NC” means North Carolina
 - 2.93.16 “SC” means South Carolina
 - 2.93.17 “NV” means Nevada

- 2.93.18 "OH" means Ohio
- 2.93.19 "OK" means Oklahoma
- 2.93.20 "TN" means Tennessee
- 2.93.21 "TX" means Texas
- 2.93.22 "WI" means Wisconsin
- 2.94 "Surety Bond" means a bond from a bond company with a credit rating by A. M. BEST better than a "B". The bond company shall be certified to issue bonds in the state in which this Agreement is approved.
- 2.95 "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 rights 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 services purchased under this Agreement.
- 2.96 "Telcordia" means Telcordia Technologies, Inc.
- 2.97 "Telecommunications" is as defined in the Act.
- 2.98 "Telecommunications Act of 1996 ("the ACT")" means Public Law 104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.)
- 2.99 "Telecommunications Carrier" is as defined in the Act.
- 2.100 "Telecommunications Service" is as defined in the Act.
- 2.101 "Third Party" means any Person other than a Party to this Agreement.
- 2.102 "Third Party Traffic" means traffic carried by AT&T-22STATE acting as an intermediary that is originated and terminated by and between Carrier and a Third Party Telecommunications Carrier.
- 2.103 "Trunk(s)" or "Trunk Group(s)" means the switch port interface(s) used and the communications path created to connect Carrier's network with AT&T-22STATE's network for the purpose of delivering Authorized Services for purposes of Interconnection.
- 2.104 "Trunk-Side" means the Central Office Switch connection that is capable of, and that has been programmed to treat the circuit as connecting to another switching entity (for example, another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 2.105 "Unpaid Charges" means any 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.
- 2.106 "Wireless Service Request" ("WSR") means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

3.0 Interconnection

- 3.1 Technical Provisions. This Section provides for the physical connection of Carrier's and AT&T-22STATE's networks, within the State, for the transmission and routing of Authorized Services traffic, consistent with the requirements of 47 C.F.R. § 51.305 from AT&T-22STATE to Carrier. AT&T-22STATE and Carrier will physically connect their networks and exchange Authorized Services traffic originating from AT&T-22STATE's End Users and terminating to Carrier's End Users in accordance with the provisions of this Agreement.
- 3.1.1 Authorized Services Interconnection. This Agreement is solely for Authorized Services. Authorized Services Interconnection shall be available at the trunk side of a AT&T-22STATE End Office Switch via Type 1 Authorized Services Interconnection (and via Type 2B Authorized Services Interconnection, when and where available); and at the trunk connection points for a AT&T-22STATE Tandem Switch via Type 2A Authorized Services Interconnection. Authorized Services Interconnection shall also be provided at other technically feasible points in AT&T-22STATE's network at the request of Carrier and subject to the negotiation of acceptable provisioning arrangements and compensation arrangements that will provide for the recovery of AT&T-22STATE's costs of providing such Interconnection to the extent that such recovery is

due. The Parties will attach or incorporate as amendments to this Agreement technical descriptions, and if required, descriptions of associated compensation arrangements to cover any such additional Interconnection.

- 3.1.2 Type 2. Carrier will obtain from the NXX Code administrator an NXX consistent with established industry guidelines for use with Type 2A and/or Type 2B interfaces. For calls in the AT&T-22STATE to Carrier direction, Carrier must utilize the NXX. The administration of the NXX, once assigned, including updates to the LERG, will be the responsibility of Carrier.
- 3.1.2.1 The terms and conditions regarding Type 1 interfaces are as set forth in this Section 3.1.2.1.
- 3.1.2.1.1 The Parties acknowledge that, on a going forward basis, they each desire to minimize the use of Type 1 interfaces with the goal of ultimately eliminating this method of connection, except as otherwise provided herein or where otherwise mutually agreed.
- 3.1.2.1.2 Carrier agrees to take the following steps to reduce the volume of traffic between the Parties using Type 1 interfaces: a) Carrier shall identify all existing NPA-NXXs assigned to it that are established as Type 1 NPA-NXXs and Carrier shall convert those NPA-NXXs so that they home for Type 2 interfaces within six (6) months of the Effective Date of this Agreement and, b) Carrier shall not provide to its End Users new service using Type 1 numbers, unless, (i) there are not sufficient Type 2 numbers to assign to End Users for new service, or (ii) the Parties mutually agree that new service may be provided using Type 1 numbers.
- 3.1.2.1.3 After receiving a written request from Carrier to convert full Type 1 NPA-NXXs, and in cooperation with Carrier, AT&T-22STATE will assist Carrier in achieving the transition of those numbers by: (i) performing switch programming necessary to convert Carrier's NPA-NXXs from Type 1 to Type 2 NPA-NXXs; (ii) re-trunking Type 1 AT&T-22STATE to Carrier from the AT&T-22STATE End Office Switch to the appropriate AT&T-22STATE Tandem Switch for delivery to Carrier's POI; (iii) designating as Type 2 traffic the traffic which is currently designated as Type 1 and routing that traffic to the appropriate Carrier Trunk Groups whether existing or new as further defined under an implementation plan; (iv) rating Carrier's Type 1 NPA-NXXs at the AT&T-22STATE End Office Switches where the Type 1 NPA-NXXs are currently rated; and (v) routing Type 1 AT&T-22STATE-to-Carrier traffic to a AT&T-22STATE Tandem Switch that the current End Office Switch subtends.
- 3.1.3 Interconnection shall be provided at a level of quality equal to that which each Party provides to itself, to Affiliates, or to any other Telecommunications Carrier.
- 3.1.4 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from each other's network.
- 3.1.5 POI Options. Carrier and AT&T-22STATE shall mutually agree on a POI for each Trunk Group used to carry traffic between their respective networks. A POI may be located at:
- 3.1.5.1 Carrier's network where the Facility terminates for Authorized Services traffic; or
- 3.1.5.2 another mutually agreeable location.
- 3.1.6 A POI shall not be located across a LATA boundary, nor more than a distance of fourteen (14) miles (or the State's defined local calling area, whichever is greater), from the AT&T-22STATE Central Office Switch where the Facility connection is established. Carrier is responsible for the full cost of Facilities beyond fourteen (14) miles.
- 3.1.7 Interconnection Options. Carrier may order Trunk Side Interconnection in the configurations described below:
- 3.1.7.1 Type 1 or Type 2B – End Office Switch Interface. The Parties may establish Trunk Groups at an AT&T-22STATE End Office Switch using a Type 1 interface (or a Type 2B interface, when and where available).

- 3.1.7.2 Type 2A – Tandem Switch Interface. Carrier may establish Trunk Groups at an AT&T-22STATE Tandem Switch using a Type 2A interface.
- 3.1.7.3 In the event that AT&T-22STATE deploys new Tandem Switches after the Effective Date, AT&T-22STATE will provide Carrier with reasonable advance notice of such a change and AT&T-22STATE will work cooperatively with Carrier to accomplish all necessary network changes.
- 3.1.8 Carrier may designate the interface it wants to receive from the following combinations: Trunk Side terminations at voice grade, DS0 or DS1 level. Only one Trunk Group will be provisioned between any AT&T-22STATE switch and Carrier's switch.

4.0 Signaling

- 4.1 Signaling Protocol. If and when Carrier is prepared to convert to SS7, SS7 will be provided per the applicable access tariffs. Where multi-frequency signaling is currently used, the Parties agree, to interconnect their networks using multi-frequency ("MF") or dual tone multi-frequency ("DTMF") signaling, subject to availability at the End Office Switch or Tandem at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. AT&T-22STATE will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with the inter-working of MF and SS7 signaling or with the signaling protocol required for Interconnection if Carrier employs MF signaling.

5.0 NPA-NXX

- 5.1 Each Carrier NPA-NXX must have a single Rating Point and that Rating Point must be associated with a Rate Center defined in the applicable AT&T-22STATE landline state tariff. Carrier must have the Rating Point entered into the LERG. The geographical exchange area of the associated Rate Center must be served by an End Office Switch or other End Office Switches sub-tending the AT&T-22STATE Tandem Office Switch where a Type 2A Trunk Group is located, or at the End Office Switch, where a Type 2B or Type 1 Trunk Group is located. The Rating Point may be designated anywhere in the LATA, when the Commission so rules, in a proceeding binding AT&T-22STATE. The Rating Point does not have to be the same as the Routing Point.
- 5.2 Each NPA-NXX assigned to the Carrier with a Rate Center outside the AT&T-22STATE franchise area must be entered in the LERG by Carrier, such that (a) the NPA-NXX is accurately reflected as rated from the out-of-franchise Rate Center, and (b) the NPA-NXX is assigned to Carrier's serving switching entity or POI that is located inside the AT&T-22STATE's franchise area, and (c) Carrier's switching entity or POI serving the NPA-NXX subtends or is homed on an AT&T-22STATE tandem.
- 5.3 For Type 2 Trunk Groups, (i.e., Type 2A and Type 2B) Carrier will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.
- 5.4 It is Carrier's responsibility to negotiate Interconnection and traffic transport and termination arrangements directly with other Telecommunication Carriers. AT&T-22STATE will deliver traffic destined to Carrier, regardless of which Telecommunication Carrier originates the traffic. Other than delivery, AT&T-22STATE has no responsibility for traffic routed from or through another Telecommunication Carrier's network to AT&T-22STATE's Tandem Switch that is destined to Carrier's Paging Terminal.

6.0 Trunks

- 6.1 Carrier and AT&T-22STATE will interconnect directly in each LATA in which AT&T delivers Authorized Services and IXC traffic.
- 6.2 Installation/Provisioning:
 - 6.2.1 Carrier will be responsible for designing, ordering and provisioning all Trunks. Carrier also will engineer and maintain the appropriate type and sizing of Facilities and Trunks according to sound engineering practices, as mutually agreed to by the Parties.
 - 6.2.2 Carrier shall submit orders to AT&T-22STATE to establish, add, change, or disconnect Trunks using AT&T-22STATE's applicable ordering system.

6.2.3 The Parties will jointly plan and coordinate all Carrier orders that constitute a major project as described below. Major projects are those that require the coordination and execution of multiple orders, and/or actions by the Parties, including but not limited to the initial establishment of Interconnection in an area, designated NPA-NXX relocations, re-homes, Facility grooming, or major network rearrangements.

6.3 Servicing:

6.3.1 The Parties will jointly manage the capacity of Trunk Groups. AT&T-22STATE will send a request to Carrier to initiate any Trunk Group capacity changes that it seeks. Carrier will issue an ASR or WSR as applicable to AT&T-22STATE's Wireless Interconnection Service Center to initiate any Trunk Group capacity changes that it seeks. Each Party will respond to the other Party's request for Trunk Group capacity changes within ten (10) Business Days.

6.3.2 Each Party will be responsible for engineering and maintaining its own network and any Facilities and Trunks that it provides.

6.4 Design Blocking Criteria:

6.4.1 Trunk requirements, for both forecasting and servicing purposes shall be based on the blocking objectives shown in Table 1 below. 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 Medium day-to-day Variation and 1.0 Peakedness factor, until actual traffic data is available) for all final Trunk Groups.

Table 1	
Trunk Group Type	Design Blocking Objective
Type 2A	1%
Type 2B (Final)	1%
Type 1	1%

6.4.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the blocking criteria indicated in Table 1 above, in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

6.4.3 If an Interconnection Trunk Group is under sixty-five percent (65%) of CCS capacity, on a monthly average basis for AT&T-13STATE, or under eighty percent (80%) for AT&T SOUTHEAST REGION 9-STATE, for each month of any three (3) consecutive months, either Party may request the issuance of an order to resize the Interconnection Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity for AT&T-13STATE, or not less than fifteen percent (15%) for AT&T SOUTHEAST REGION 9-STATE. In all cases, grade of service objectives shall be maintained.

6.4.4 Each Party shall provide the other with a specific person to contact for planning, forecasting and Trunk servicing purposes.

7.0 Trunk Forecasting

7.1 To permit orderly growth and network management, Carrier shall provide forecasts to AT&T-22STATE, forecasting the volume of traffic of each Trunk associated with each POI, upon request by AT&T-22STATE, as often as twice per year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts shall include:

7.1.1 Yearly forecasted Trunk quantities, which are to include 1) measurements that reflect actual Tandem and End Office Switch Authorized Services Interconnection and Trunks; 2) Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Trunk requirements. The foregoing forecast information will be provided for two (2) years (current year and one (1) prospective year) by quarter;

7.1.2 Identification of each Trunk by the from and to Common Language Location Identifiers ("CLLI"), which are described in Telcordia Technologies, Inc.'s documents BR 795-100-100 and BR 795-400-100; and,

- 7.1.3 A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that will result in a significant increase or decrease in Trunk demand for the forecast period.

8.0 Reciprocal Compensation Rates and Billing

- 8.1 Compensation for Transport and Termination of Authorized Services. Subject to the limitations set forth in Section 8.3 below AT&T-22STATE shall compensate Carrier for the transport and termination of Authorized Services traffic originating on AT&T-22STATE's network and terminating on Carrier's network. The Reciprocal compensation rates are set forth in the Pricing Schedule.

8.2 Traffic Not Subject to Reciprocal Compensation:

- 8.2.1 Exclusions. Reciprocal Compensation shall apply solely to the transport and termination of Authorized Services traffic, which does not include the following:

8.2.1.1 Non-CMRS traffic (i.e., traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

8.2.1.2 Toll-free calls (e.g., 800/888, 500 and 700 calls);

8.2.1.3 Information Services traffic;

8.2.1.4 Transit Traffic;

8.2.1.4.1 1+ Intra-MTA calls that are handed off to an IXC;

8.2.1.4.2 Non-facility based Carrier traffic;

8.2.1.4.3 IXC Traffic;

8.2.1.5 InterMTA Traffic;

8.2.1.6 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

- 8.3 Measuring Authorized Services traffic. To measure Authorized Services traffic to calculate reciprocal compensation, the Parties agree as follows:

8.3.1 For AT&T-22STATE, the originating point of a call shall be the End Office Switch that serves the calling party at the beginning of the call; and

8.3.2 For Carrier, the terminating point of a call shall be Carrier's Paging Terminal that serves the called party at the beginning of the call.

8.4 Billing and Recording for Reciprocal Compensation:

8.4.1 Reciprocal compensation invoices will be based on total paging calls and MOUs.

8.4.2 Carrier will record its terminating MOUs for all calls between the Parties. Carrier will perform the necessary call recording and rating for its respective portions of an interchanged call. Carrier shall be responsible for billing and collection from its respective End Users. For purposes of billing AT&T-22STATE, Carrier shall record and measure actual usage and shall provide the actual data on Carrier's invoices to AT&T-22STATE.

8.4.3 Carrier shall separately list on its bill to AT&T-22STATE for reciprocal compensation for total paging calls and MOUs representing Third Party Traffic. Carrier shall deduct twenty-five percent (25%) from the amount of total paging calls and MOUs on its bill to AT&T-22STATE for reciprocal compensation. This adjustment will account for Third Party Traffic delivered to Carrier over the Interconnection Trunks.

8.4.4 Carrier will invoice AT&T-22STATE for reciprocal compensation by state, based on the terminating location of the page. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T-22STATE and Carrier takes place as well as the number of total paging calls and MOUs for each inbound Facility route.

9.0 Terms and Compensation For Use of Facilities

- 9.1 For Type 2A Interconnection, Carrier shall be responsible for providing its own or leased transport Facilities to route calls from AT&T-22STATE's Tandem Switch to the POI. For Type 2B and Type 1 Interconnection, Carrier shall be responsible for providing its own or leased transport Facilities to route calls from AT&T-22STATE's End Office Switch to the POI. Carrier may construct its own Facilities, or it may purchase or lease Facilities from a Third Party, or it may purchase or lease Facilities from AT&T-22STATE, if available, pursuant to tariff or separate contract.
- 9.2 The following shall apply solely for DS1 or smaller Facilities dedicated for transport of one-way AT&T-22STATE-to-Carrier Authorized Services traffic to the POI. If Facilities are not so dedicated, or if Carrier elects to use Facilities greater than a DS1, then Carrier shall be solely responsible for the cost of such Facilities.
- 9.2.1 AT&T-22STATE shall be responsible for seventy-five percent (75%) of the Facility charges for Facilities that are used to deliver Authorized Services traffic. Carrier shall be responsible for twenty-five percent (25%) of the Facility charges for Facilities that are used to deliver Authorized Services traffic.
- 9.2.2 Nothing herein will obligate AT&T-22STATE to reimburse Carrier for Facilities that Carrier obtains from a Third Party.
- 9.2.3 Nothing herein shall be construed as authorizing Carrier to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T-22STATE to a facilities-based Competitive Local Exchange Carrier ("CLEC"), Incumbent Local Exchange Carrier ("ILEC"), Out-of-Exchange Local Exchange Carrier ("OELEC") or another CMRS provider.
- 9.2.4 Carrier is financially and otherwise responsible for transport Facilities on its side of the POI.
- 9.2.5 In the event that any Governmental Authority rules that AT&T-22STATE is entitled to recover additional charges for Facilities greater than what is provided for herein, the Parties shall amend this Agreement, within thirty (30) Days of AT&T-22STATE's written request to do so, to provide for the payment of the additional charges, by Carrier to AT&T-22STATE, according to the terms approved by the Governmental Authority.

10.0 Interpretation, Construction and Severability

10.1 Definitions:

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

10.2 Headings Not Controlling:

- 10.2.1 The headings and numbering of Sections, Parts, Attachments, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 10.2.2 This Agreement may incorporate a number of Attachments which, together with their associated Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. To facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is understood that these groupings are for convenience only, and are not intended to limit the applicability that any particular Attachment, Exhibit, Schedule or Addenda may otherwise have.

10.3 Referenced Documents:

- 10.3.1 Any reference in this Agreement to an industry guideline, or to an AT&T-22STATE technical or business guideline or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer only to those provisions thereof that are applicable to services, provided under this Agreement, 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.

10.4 Tariff References:

- 10.4.1 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-22STATE 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-22STATE provides such services as a result of detariffing or deregulation.

10.4.2 AT&T-21STATE only:

- 10.4.2.1 To the extent a tariff provision or rate is incorporated herein or otherwise applies between the Parties pursuant to this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and it applies only to Carrier and the AT&T-22STATE ILEC(s) operating within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are automatically incorporated herein and are effective hereunder on the date any such tariff change is effective.

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

- 10.4.2.3 Any state or federal tariff references made within this Agreement, including in any Attachments, Appendices, Exhibits, Schedules or Addenda, hereto, refer to tariffs filed by AT&T-22STATE, as such tariffs may be modified from time to time.

10.4.3 AT&T CONNECTICUT only:

- 10.4.3.1 Whenever provisions of this Agreement could be interpreted to conflict with provisions of the Connecticut Access Service Tariff, the tariff shall apply.

10.5 Conflict in Provisions:

- 10.5.1 If any definitions, terms or conditions in any given Attachment, Appendix, 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. In particular, if an Attachment, Appendix, Exhibit, Schedule or Addenda contains a Term that differs from the Term in the main body of this Agreement, the Term of that Attachment, Appendix, Exhibit, Schedule or Addenda will control the Term of that specific Attachment, Appendix, Exhibit, Schedule or Addenda, but will not affect the Term of the remainder of this Agreement or any other Attachment, Appendix, Exhibit, Schedule or Addenda hereto.

- 10.5.2 In AT&T CONNECTICUT only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs governing the services that are the subject of this Agreement with AT&T CONNECTICUT, such DPUC-ordered tariffs will prevail.

10.6 Joint Work Product:

- 10.6.1 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. In the event of any ambiguities, or conflicts in terms, no inferences shall be drawn against either Party.

10.7 Severability:

- 10.7.1 If any provision of this Agreement is rejected by a Governmental Authority or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the

intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the rates, terms and conditions of this Agreement as a total interconnection arrangement, and its provisions are integrally related and intended to be non-severable.

10.8 Non-Voluntary Arrangements:

10.8.1 This Agreement may incorporate certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-22STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other Governmental Authority requirements (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 or other appropriate Governmental Authority, then the Parties agree to follow the provisions of the Intervening Law in Section 28.0 below of this Agreement.

10.8.2 The Parties acknowledge that any 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.

10.9 State-Specific Rates, Terms and Conditions:

10.9.1 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”).

10.9.2 State-specific rates, terms and conditions, as that phrase is described in Section 10.9.1 above, have been negotiated (or in the case of Non-Voluntary Arrangements, included in the Agreement per Governmental Authority requirement) by the Parties only in 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 rates, terms and conditions for the state in which the new agreement is to apply.

10.10 Scope of Obligations:

10.10.1 AT&T-22STATE’s obligations under this Agreement shall apply only to:

10.10.1.1 The specific operating area(s) or portion thereof in which AT&T-22STATE is then deemed to be the ILEC under the Act (the “ILEC Territory”), and

10.10.1.2 Assets that AT&T-22STATE owns or leases and which are used in connection with AT&T-22STATE’s provision to Carrier of any Interconnection services provided under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the “ILEC Assets”).

10.11 Affiliates:

10.11.1 This Agreement will not supersede a currently effective interconnection agreement between any Carrier Affiliate and AT&T-22STATE.

11.0 Notice of Network Changes

11.1 Nothing in this Agreement shall limit either Party’s ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the “Network Disclosure Rules”).

12.0 Responsibilities of the Parties

12.1 Each Party is individually responsible for providing Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network in the standard format compatible with AT&T-22STATE’s network, as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 12.2 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.
- 12.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 12.4 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.
- 12.5 Carrier agrees that it will not market to its End Users, hold itself out, enter into any agreement to provide, or encourage its End Users to use Facilities and services provided hereunder for the provision of services other than for Authorized Services traffic. To the extent that Carrier seeks interconnection for purposes other than Authorized Services tariff, such as, but not limited to two-way services, facilities-based landline service, tandeming arrangements, dispatch, administrative, enhanced services, or Information Services, the Parties shall separately negotiate and agree upon the terms and conditions for the exchange of such traffic provided that AT&T-22STATE offers the services that Carrier seeks.
- 12.6 Carrier represents and warrants that (1) it is licensed by the FCC to provide one-way paging CMRS in the state in which Interconnection pursuant to this Agreement will be provided, and (2) it will use the Interconnection arrangements under this Agreement only to provide one-way paging CMRS to the general public in the area covered by such license. If Carrier does not provide one-way CMRS service to the General Public in the state in which Interconnection pursuant to this Agreement will be provided, or seeks to use the arrangements set forth in this Agreement for any other purpose, or if Carrier does not have, at any point during the term of this Agreement, authority from the FCC to provide one-way paging CMRS then this Agreement shall immediately be voidable at AT&T-22STATE's option.

13.0 Insurance

- 13.1 At all times during the term of this Agreement, Carrier 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:
- 13.1.1 With respect to Carrier's performance under this Agreement, and in addition to Carrier's obligation to indemnify, Carrier shall at its sole cost and expense:
- 13.1.1.1 maintain the insurance coverage and limits required by this Section 13.0 and any additional insurance and/or bonds required by law:
- 13.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;
- 13.1.1.1.2 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;
- 13.1.1.2 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 13.0 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:
- 13.1.1.3 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, Carrier may procure insurance from the state fund of the state where work is to be performed; and

- 13.1.1.4 deliver to AT&T-22STATE certificates of insurance stating the types of insurance and policy limits. Carrier 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 AT&T-22STATE. Carrier shall deliver such certificates:
 - 13.1.1.4.1 prior to execution of this Agreement and prior to commencement of any work;
 - 13.1.1.4.2 prior to expiration of any insurance policy required in this Section 13.0; and
 - 13.1.1.4.3 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 is Agreement, whichever is later.
- 13.1.2 The Parties agree:
 - 13.1.2.1 the failure of AT&T-22STATE to demand such certificate of insurance or failure of AT&T-22STATE to identify a deficiency will not be construed as a waiver of Carrier's obligation to maintain the insurance required under this Agreement;
 - 13.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Carrier, nor be deemed as a limitation on Carrier's liability to AT&T-22STATE in this Agreement;
 - 13.1.2.3 Carrier may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 - 13.1.2.4 Carrier is responsible for any deductible or self-insured retention.
- 13.2 The insurance coverage required by this Section 13.0 includes:
 - 13.2.1 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:
 - 13.2.1.1 \$500,000 for Bodily Injury – each accident; and
 - 13.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
 - 13.2.1.3 \$500,000 for Bodily Injury by disease – each employee.
 - 13.2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-22STATE, its Affiliates, and their directors, officers and employees.
 - 13.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, Carrier shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
 - 13.2.3 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 and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - 13.2.3.1 \$2,000,000 General Aggregate limit; and
 - 13.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 13.2.3.3 \$1,000,000 each occurrence limit for Personal Injury.
 - 13.2.4 The **Commercial General Liability** insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. Each Party shall provide a copy of the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) days of execution of this Agreement and within sixty (60) days of each **Commercial General Liability** policy renewal; include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.
- 13.3 This Section 13.0 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.

14.0 Assignment or Corporate Name Change

14.1 Carrier 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 AT&T-22STATE. Any attempted assignment or transfer that is not permitted is void ab initio.

14.2 Carrier 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 AT&T-22STATE; 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. Notwithstanding the foregoing, Carrier may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a party to a separate interconnection agreement with AT&T-22STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted herein is void ab initio.

14.3 Corporate Name Change and/or change in "d/b/a" only:

14.3.1 Any change in Carrier'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 Carrier name is changing, and which does not include a change to a Carrier OCN/ACNA, constitutes a Carrier Name Change under this Section. For any such Carrier Name Change, Carrier will incur a record order charge for each Carrier CABS BAN.

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

14.4 Company Code Change:

14.4.1 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 "Carrier Company Code Change" under this Section. For the purposes of this Section 14.0, "assets" means any Interconnection function, Facility, product or service provided under this Agreement. Carrier shall provide AT&T-22STATE with ninety (90) days advance written notice of any assignment associated with a Carrier Company Code Change and obtain AT&T-22STATE's consent. AT&T-22STATE shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-22STATE's consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if Carrier has elected to collocate with AT&T-22STATE, owed under this Agreement and payment of any outstanding charges associated with the "assets" subject to the Carrier Company Code Change. In addition, Carrier acknowledges that Carrier may be required to tender additional assurance of payment to AT&T-22STATE if requested under the terms of this Agreement.

14.4.2 For any Carrier Company Code Change, Carrier must submit a service order to AT&T-22STATE changing the OCN/ACNA for each circuit ID number, as applicable. Carrier shall pay the appropriate charges to AT&T-22STATE for each service order submitted to accomplish a Carrier Company Code Change; such charges are contained in the applicable AT&T-22STATE tariffs. In addition, Carrier shall pay any and all charges to AT&T-22STATE required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&T-22STATE.

15.0 Effective Date, Term and Termination

15.1 Effective Date:

15.1.1 In AT&T-22STATE, with the exception of AT&T OHIO, 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 ("Effective Date"). In AT&T OHIO, based on the PUC-OH, the Agreement is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Effective Date").

15.2 Term:

15.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on June 15, 2013 (the "Initial Term").

15.3 Termination for Non-Performance or Breach:

15.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection products and/or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original notice, 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.

15.4 Termination of Agreement:

15.4.1 Where Carrier has no End Users or is no longer purchasing and/or using any services under this Agreement, either Party may terminate the Agreement by providing “notice of termination” to the other Party. After termination, the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival of Obligations Section of this Agreement.

15.4.2 If at any time, within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, 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 Carrier receives notice of termination from AT&T-22STATE, Carrier shall identify the action to be taken in each of the applicable state(s). If Carrier wishes to pursue a successor agreement with AT&T-22STATE, Carrier shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-22STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of Carrier’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

15.4.3 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-22STATE shall continue to offer services to Carrier pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties.

16.0 Assurance of Payment

16.1 Upon request by AT&T-22STATE, Carrier will provide AT&T-22STATE with a completed AT&T-22STATE Credit Profile form and provide information to AT&T-22STATE regarding Carrier’s credit and financial condition.

16.2 Assurance of payment may be requested by AT&T-22STATE:

16.2.1 If based on AT&T-22STATE’s analysis of the AT&T-22STATE Credit Profile and other relevant information regarding Carrier’s credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of Carrier. Such impairment may be determined from information available from Third Party financial sources; or

16.2.2 If Carrier fails to timely pay a bill rendered to Carrier by AT&T-22STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Carrier has complied with all requirements set forth in Section 18.4 below); or

16.2.3 If Carrier’s gross monthly billing has increased, then AT&T-22STATE reserves the right to request additional security (or to require a security deposit if none was previously obtained) and/or file a Uniform Commercial Code (UCC-1) security interest in Carrier’s “accounts receivables and proceeds”; or

16.2.4 When Carrier 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.

- 16.3 If AT&T-22STATE requires Carrier to provide a security deposit, Carrier shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of AT&T-22STATE's request, as applicable. Deposit request notices will be sent to Carrier via certified mail or overnight delivery. The notice period will begin the day after the deposit request notice is delivered to Carrier 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-22STATE's applicable state tariff.
- 16.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:
- 16.4.1 a Cash Deposit; or
 - 16.4.2 a Letter of Credit; or
 - 16.4.3 a Surety Bond.
- 16.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-22STATE, for the Interconnection services, and Collocation or any other functions, Facilities, and/or services to be furnished by AT&T-22STATE under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months' current billings, if Carrier has received service from AT&T-22STATE during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Carrier or AT&T-22STATE 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, Carrier and AT&T-22STATE shall agree on a level of estimated billings based on all relevant information.
- 16.6 To the extent that AT&T-22STATE requires a Cash Deposit, the Parties intend that the payment 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.
- 16.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms in the applicable AT&T-22STATE state tariff. AT&T-22STATE will not pay interest on a Letter of Credit or a Surety Bond.
- 16.8 AT&T-22STATE 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:
- 16.8.1 Carrier owes AT&T-22STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 16.8.2 Carrier 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
 - 16.8.3 The termination of this Agreement.
- 16.9 If AT&T-22STATE draws on the Letter of Credit or Cash Deposit, upon request by AT&T-22STATE, Carrier will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 16.4 above.
- 16.10 Notwithstanding anything else set forth in this Agreement, if AT&T-22STATE makes a request for assurance of payment in accordance with the terms of this Section 16.0 then AT&T-22STATE shall have no obligation thereafter to perform under this Agreement until such time as Carrier has furnished AT&T-22STATE with the assurance of payment requested; provided, however, that AT&T-22STATE will permit Carrier a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking charges as set forth in this Section 16.0.
- 16.11 In the event Carrier fails to provide AT&T-22STATE 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 Carrier may be suspended, discontinued or terminated in accordance with the terms of this Section. Upon termination of services, AT&T-22STATE shall apply any security deposit to Carrier's final bill for its account(s). If Carrier fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-22STATE may also invoke the provisions set forth in Section 19.0 below.
- 16.12 A Cash Deposit held by AT&T-22STATE shall be returned to Carrier if the following conditions have been met:

- 16.12.1 Payment was made on bills rendered to Carrier by AT&T-22STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Carrier has complied with all requirements set forth in Section 18.4 below) as of the Bill Due Date for all but one time during the prior twelve (12) month period and all payments were made with checks that were honored; and
- 16.12.2 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 Carrier that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 16.13 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-22STATE shall in no way relieve Carrier 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.
- 16.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by Carrier as security under this Agreement, Carrier shall renew such Letter of Credit or provide AT&T-22STATE with evidence that Carrier has obtained a suitable replacement for the Letter of Credit. If Carrier fails to comply with the foregoing, AT&T-22STATE shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for Carrier accounts(s). If Carrier provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, Carrier shall renew the Surety Bond or provide AT&T-22STATE with evidence that Carrier 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 Carrier fails to comply with the foregoing, AT&T-22STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Carrier's account(s). If the credit rating of any bonding company that has provided Carrier with a Surety Bond provided as security hereunder has fallen below "B", AT&T-22STATE will provide written notice to Carrier that Carrier must provide a replacement bond or other suitable security within fifteen (15) calendar days of AT&T-22STATE's written notice. If Carrier fails to comply with the foregoing, AT&T-22STATE shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for Carrier's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T-22STATE shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by Carrier as security hereunder if Carrier 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.
- 17.0 **Billing and Payment of Charges**
- 17.1 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.
- 17.2 Carrier shall not default bill AT&T-22STATE when AT&T-22STATE transits unidentified traffic terminating to Carrier.
- 17.3 Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e., the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All Facilities and serving arrangement charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, in which case charges will be included in the next bill rendered. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.
- 17.4 Usage-sensitive charges hereunder shall be billed monthly in arrears by Carrier.
- 17.5 All non-usage-sensitive monthly charges shall be billed by AT&T-22STATE monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 17.6 Invoices:
- 17.6.1 Invoices between the Parties shall include, but not necessarily 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

17.6.2 The Parties will provide a remittance document with each invoice identifying:

- Remittance address
- Invoice number and/or billing account number
- Summary of charges
- Amount due
- Payment Due Date (at least thirty (30) days from the invoice date)

17.6.3 When AT&T-22STATE is unable to render an invoice reflecting an adjustment for shared Facilities and/or Trunks, Carrier will separately invoice AT&T-22STATE for AT&T-22STATE's share of the cost of such Facilities and/or Trunks as provided in this Agreement within thirty (30) days following receipt by Carrier of AT&T-22STATE's invoice.

17.6.4 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

17.7 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

17.7.1 If any portion of the payment is not received by AT&T-22STATE on or before the bill due date as set forth above, or if any portion of the payment is received by AT&T-22STATE in funds that are not immediately available to AT&T-22STATE, then a late payment and/or interest charge shall be due to AT&T-22STATE. 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 as published on the AT&T-22STATE website, or pursuant to the applicable state law as determined by AT&T-22STATE. 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 (1½ %) per month of (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, Carrier 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 pursuant to Applicable Law.

17.8 If any charge incurred by AT&T-22STATE 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-22STATE 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.

17.9 The Remittance Information must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by AT&T-22STATE. If the Remittance Information is not received with payment, AT&T-22STATE will be unable to apply amounts paid to Carrier's accounts. In such event, AT&T-22STATE shall hold such funds until the Remittance Information is received. If AT&T-22STATE does not receive the Remittance Information from Carrier by the Bill Due Date for any account(s), Late Payment Charges shall apply.

17.10 Carrier shall make all payments to AT&T-22STATE via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-22STATE. Remittance Information will be communicated together with the funds transfer via the ACH network. Carrier must use the CCD+ or the CTX Standard Entry Class code. Carrier and AT&T-22STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-22STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-22STATE is not liable for any

delays in receipt of funds or errors in entries caused by Carrier or Third Parties, including Carrier's financial institution. Carrier is responsible for its own banking fees.

- 17.11 Prior to establishing EFT, Carrier will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on the AT&T Prime Access website. This form provides AT&T-22STATE with Carrier's set up and contract information for electronic payments. AT&T-22STATE banking information will be provided by AT&T-22STATE Treasury & Remittance Operations on AT&T-22STATE approved forms after the Carrier's completed ECF11 form is received, testing has completed and certification confirmed.
- 17.12 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Carrier is responsible for any Late Payment Charges resulting from Carrier's failure to use electronic funds credit transfers through the ACH network.
- 17.13 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 Section 19.4 below. The Disputing Party should use 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 reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.
- 17.14 Requirements to Establish Escrow Accounts:
- 17.14.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 17.14.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 17.14.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 17.14.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.
- 17.14.2 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:
- 17.14.2.1 the escrow account must be an interest bearing account;
- 17.14.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;
- 17.14.2.3 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;
- 17.14.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 17.14.2.5 disbursements from the escrow account will be limited to those:
- 17.14.2.5.1 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
- 17.14.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 19.7 below; or
- 17.14.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 19.7 below.
- 17.15 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 17.7 above.
- 17.16 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in Section 19.0 below.

- 17.17 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:
- 17.17.1 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 thereon, no later than the second Bill Due Date after resolution of the dispute;
 - 17.17.2 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;
 - 17.17.3 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
 - 17.17.4 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 17.7 above.
- 17.18 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 17.17.1 above and Section 17.17.3 above are completed within the times specified therein.
- 17.19 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 17.17 above shall be grounds for termination of the Interconnection services provided under this Agreement.
- 17.20 Carrier will notify AT&T-22STATE 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 AT&T-22STATE has time to program for any changes that may affect validation and payment of the invoices. If notification is not received by AT&T-22STATE 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 AT&T-22STATE the opportunity to test the new format and make changes deemed necessary.

18.0 Nonpayment and Procedures for Disconnection

- 18.1 If a Party is furnished Interconnection services under the terms of this Agreement in more than one state, language in Section 18.2 below through Section 18.9.3 below inclusive, shall be applied separately for each such state.
- 18.2 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 Disconnection 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 Disconnection Notice.
- 18.3 AT&T-22STATE will also provide any written notice of disconnection to any Commission as required by any state order or rule.
- 18.4 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 forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
- 18.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 19.4 below of this Agreement, together with the reasons for its dispute; and
 - 18.4.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 18.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 17.14 above; and
 - 18.4.4 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 17.14 above and deposited a sum

equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 17.14 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 19.0 below.

- 18.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 19.0 below.
- 18.6 If the Non-Paying Party fails to:
- 18.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 18.2 above; or
 - 18.6.2 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 17.14 above within the time specified in Section 18.2 above; or
 - 18.6.3 timely furnish any assurance of payment requested in accordance with Section 16.0 above; or
 - 18.6.4 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 the above Sections 18.6.1, 18.6.2, 18.6.3 and 18.6.4 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:
 - 18.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement; and/or
 - 18.6.4.2 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.
- 18.7 Where required, a copy of the demand provided to Carrier under Section 18.6 above also will be provided to the Commission at the same time.
- 18.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 18.6.4.1 above and Section 18.6.4.2 above 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.
- 18.9 For AT&T-22STATE, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 18.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 18.9.1 cancel any pending application, request or order for new or additional Interconnection services and network elements, under this Agreement; and
 - 18.9.2 discontinue and disconnect any Interconnection services furnished under this Agreement; and
 - 18.9.3 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AT&T INDIANA will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.
- 18.10 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):
- 18.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:
- 18.10.1.1 Back-bill for or Claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve (12) month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this

Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than twelve (12) months after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a “true-up”), the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) eighteen (18) months from the date of the final order allowing or approving such charge (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.

- 18.10.1.2 Back-billing and credit claims, and true-ups, as limited above, will apply to all Interconnection Services purchased under this Agreement.

19.0 Dispute Resolution

19.1 Finality of Disputes:

- 19.1.1 No Claim may be brought for any dispute arising from this Agreement more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 19.1.2 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.

19.2 Alternative to Litigation:

- 19.2.1 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.

19.3 Commencing Dispute Resolution:

- 19.3.1 Dispute resolution shall commence upon one Party's receipt of written notice from the other Party of a controversy or Claim arising out of or relating to this Agreement or its breach. Neither 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:
- 19.3.1.1 Service Center dispute resolution;
- 19.3.1.2 Informal dispute resolution; and
- 19.3.1.3 Formal dispute resolution, each of which is described below.

19.4 Service Center dispute resolution. The following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to this Agreement. Written notice sent to AT&T-22STATE for Disputed Amounts must be made on AT&T-22STATE's “Billing Claims Dispute Form”.

- 19.4.1 If the written notice given pursuant to this Section 19.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 18.4 above shall be used.
- 19.4.2 For a dispute submitted by Carrier, the dispute shall first be processed by the appropriate service center for resolution.
- 19.4.3 To resolve a billing dispute, the Disputing Party shall furnish the Billing Party with written notice of the following:
- 19.4.3.1 the date of the bill in question;
- 19.4.3.2 the Billing Account Number(s) that is the subject of the dispute;
- 19.4.3.3 the telephone number, circuit ID number or trunk number that is the subject of the dispute;
- 19.4.3.4 any USOC (or other descriptive information) relating to the subject of the dispute;
- 19.4.3.5 the amount billed;

19.4.3.6 the amount in dispute; and

19.4.3.7 the reason that the Disputing Party disputes the billed amount.

19.4.4 When Carrier is the Disputing Party, Carrier must provide evidence to AT&T-22STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 17.14 above, and that Carrier has deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a “dispute”. Failure to provide the information and evidence required by Section 19.0 above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute Carrier's irrevocable and full waiver of its right to dispute the subject charges.

19.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the Billing Party's receipt of notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) days of such sixty (60) day period, upon request, the Billing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

19.4.6 If the Parties are not able to resolve their billing disputes, either Party may inform the other Party in writing that it is invoking the informal dispute resolution provisions of this Agreement.

19.5 Informal Dispute Resolution:

19.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 19.2.1 above or Section 19.4.6 above each Party will appoint a knowledgeable, responsible representative to 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.

19.6 Formal Dispute Resolution:

19.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 19.5 above, then either Party may invoke the formal dispute resolution procedures described in this Section 19.6. Unless agreed by both 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 19.3 above.

19.6.2 Claims Subject to Mandatory Arbitration:

19.6.2.1 The following Claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to Section 19.7 below.

19.6.2.2 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 19.3 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 19.2.1 above, the Parties will annualize the actual number of months billed.

19.6.3 Claims Subject to Elective Arbitration:

19.6.3.1 Claims will be subject to elective arbitration pursuant to Section 19.7 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.

19.6.4 Claims Not Subject to Arbitration:

19.6.4.1 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;

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

19.6.4.3 Actions to compel compliance with the dispute resolution process; and

19.6.4.4 All Claims arising under federal or state statute(s), including antitrust Claims.

19.7 Arbitration:

19.7.1 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, Dallas, Texas for AT&T SOUTHWEST REGION 5-STATE; Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, San Francisco, California for AT&T CALIFORNIA; Reno, Nevada for AT&T NEVADA; or New Haven, Connecticut for AT&T CONNECTICUT, as appropriate, 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 Section 19.0 above 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.

20.0 Audits

20.1 Subject to the restrictions set forth in Section 27.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

20.2 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.

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

- 20.4 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written notice. Auditing Party shall cause/insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.
- 20.5 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except where to do so would defeat the purpose of the audit, the Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 20.6 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 20.7 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 17.7.1 above (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 20.8 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 20.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 20.1 above. Any additional audit shall be at the requesting Party's expense.

21.0 Disclaimer of Representations and Warranties

- 21.1 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.0 Limitation of Liability

- 22.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Facilities, products, services or functions not performed or provided or improperly performed or provided.

- 22.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 22.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection products and/or services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection products and/or services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in Section 22.0 above.
- 22.4 Neither Carrier nor AT&T-22STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 22.0 above to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 22.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection products and/or services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 22.5 AT&T-22STATE shall not be liable to Carrier, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 services.
- 22.6 This Section 22.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection functions, Facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

23.0 Indemnity

- 23.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection products and/or services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection products and/or services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 23.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection products and/or services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or

agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 23.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection product and/or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 23.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection products and/or services provided under this Agreement involving:
- 23.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection products and/or services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 23.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection products and/or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection products and/or services provided pursuant to this Agreement.
- 23.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection products and/or services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 23.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection products and/or services, provided under this Agreement; and
- 23.4.1.2.2 no infringement would have occurred without such modification.
- 23.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.
- 23.5 Carrier acknowledges that its right under this Agreement to interconnect with AT&T-22STATE's network may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 23.6 To the extent not prohibited by a contract with the vendor of the network element sought by Carrier that contains Intellectual Property licenses, AT&T-22STATE shall reveal to Carrier the name of the vendor, the Intellectual Property rights licensed to AT&T-22STATE under the vendor contract and the terms of the contract (excluding cost terms). AT&T-22STATE shall, at Carrier's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Carrier.
- 23.7 AT&T-22STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Carrier's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection in AT&T-22STATE's network or Carrier's use of other functions, Facilities, products or services furnished under this Agreement.
- 23.8 AT&T-22STATE does not and shall not indemnify, defend or hold Carrier harmless, nor be responsible for indemnifying or defending, or holding Carrier harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to Carrier's Interconnection with AT&T-22STATE's network or Carrier's use of other functions, Facilities, products or services furnished under this Agreement.

- 23.9 Carrier shall reimburse AT&T-22STATE for damages to AT&T-22STATE's Facilities utilized to provide Interconnection products and/or services hereunder caused by the negligence or willful act of Carrier, its agents or subcontractors or Carrier's End User or resulting from Carrier's improper use of AT&T-22STATE's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any person or entity other than AT&T-22STATE. Upon reimbursement for damages, AT&T-22STATE will cooperate with Carrier in prosecuting a Claim against the person causing such damage. Carrier shall be subrogated to the right of recovery by AT&T-22STATE for the damages to the extent of such payment.
- 23.10 Indemnification Procedures:
- 23.10.1 Whenever a Claim shall arise for indemnification under Section 23.0 the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.
- 23.10.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 23.10.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.
- 23.10.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 23.10.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 23.10.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 23.10.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 23.10.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 23.10.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 27.0 below of this Agreement.

24.0 Intellectual Property/License

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

25.0 Notices

- 25.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be:
- 25.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
- 25.1.2 delivered by facsimile; provided Carrier and/or AT&T-22STATE has provided such information in Section 25.3 below.
- 25.2 Notices will be deemed given as of the earliest of:
- 25.2.1 the date of actual receipt;
- 25.2.2 the next Business Day when sent via express delivery service;
- 25.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 25.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 25.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	Carrier CONTACT
NAME/TITLE	Ken Hunt
STREET ADDRESS	1246 Sycamore View Rd
CITY, STATE, ZIP CODE	Memphis, TN 38134
FACSIMILE NUMBER	None
PHONE NUMBER*	901 767-6800

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

*Informational only and not to be considered as an official notice vehicle under this Section.

- 25.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with Section 25.0 above. Any notice to change the designated contact name, address, and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 25.5 AT&T-22STATE communicates official information to Carriers via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access

website, inclusive of a variety of subjects, including changes on business processes and policies, and other products/services related notices not requiring an amendment to this Agreement.

26.0 Publicity and Use of Trademarks or Service Marks

- 26.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.
- 26.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

27.0 Confidentiality

- 27.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 22.2 of the Act.
- 27.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:
- 27.2.1 Was at the time of receipt, already known to the receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 27.2.2 Is, or becomes publicly known through no wrongful act of the receiving Party; or
 - 27.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; provided that such receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - 27.2.4 Is independently developed by an agent, employee representative or Affiliate of the receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the proprietary information; or
 - 27.2.5 Is disclosed to a Third Party by the disclosing Party without similar restrictions on such Third Party's rights; or
 - 27.2.6 Is approved for release by written authorization of the disclosing Party, but only to the extent of the authorization granted; or
 - 27.2.7 Is required to be made public or disclosed by the receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

28.0 Intervening Law

- 28.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 25.0 above. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the

written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

29.0 Governing Law

29.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection products and/or services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction (as appropriate) in Birmingham, Alabama; Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Miami, Florida; Atlanta, Georgia; Louisville, Kentucky; New Orleans, Louisiana; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; Jackson, Mississippi; St. Louis, Missouri; Reno, Nevada; Charlotte, North Carolina; Columbus, Ohio; Oklahoma City, Oklahoma, Columbia, South Carolina; Nashville, Tennessee; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue. Proper venue shall be in the city located in the state whose laws apply to the dispute.

30.0 Regulatory Approval

30.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with

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

32.1.2 Subpoenas:

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

32.1.3 Emergencies:

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

35.0 Subcontracting

- 35.1 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.
- 35.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 35.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 35.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection products and/or 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.
- 35.5 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.

36.0 Responsibility for Environmental Contamination

- 36.1 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

acting on behalf of Carrier, or (iii) the presence at the work location of an Environmental Hazard for which Carrier is responsible under Applicable Law or a Hazardous Substance introduced into the work location by Carrier or any person acting on behalf of Carrier.

37.0 Force Majeure

37.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A "Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation Facilities or acts or omissions of transportation Carriers, individually and collectively a Force Majeure Event. If a Force Majeure Event shall occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an event. Specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such

purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section 38.0 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.

- 38.3 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 38.0 above, 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

considered a material breach of this Agreement and shall entitle AT&T-22STATE to any and all remedies provided elsewhere in this Agreement for such a breach, including, but not limited to suspension of all order processing (other than disconnect orders).

39.0 Non Waiver

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

40.0 Network Maintenance and Management

- 40.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.

information required to comply with law enforcement and other security agencies of the government and such other information) as the Parties shall mutually agree to achieve this desired reliability.

40.9 Carrier shall acknowledge calls in accordance with the following protocols:

40.9.1 Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier.

40.9.2 Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's MSC.

40.10 When Carrier's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, Carrier will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.

40.11 Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

40.12 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order

Confidentiality; Section 29.0 above on Governing Law; Section 31.0 above on Compliance and Certification; Section 38.0 above on Taxes; Section 39.0 above on Non Waivers and Section 45.0 below on Amendments and Modifications.

44.0 Scope of Agreement

- 44.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other Interconnection services. Except as agreed upon herein, neither Party shall be required to provide the other Party any function, Facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 44.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

45.0 Amendments and Modifications

- 45.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties, and filed and approved by the Commission.

46.0 Authority

understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

50.2 AT&T CONNECTICUT only:

50.2.1 The rates, terms and conditions contained in this Agreement and any Attachments, Exhibits, Schedules, Addenda, Commission-approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

Comserv Services, LLC

Signature: Kenneth D. Hunt

Name: Kenneth D. Hunt
(Print or Type)

Title: Chief Manager
(Print or Type)

Date: 5/15/10

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

Signature: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 5-26-10

PRICING SCHEDULE

Table of Contents	
Section	Section Number
Pricing Schedule	1.0

1.0 Pricing Schedule

1.1 This Pricing Schedule Attachment sets forth the pricing terms and conditions that apply to the Parties' One-Way Commercial Mobile Radio Service (CMRS) Interconnection Agreement (Paging) (the "Agreement") to which this Pricing Schedule is attached. References to the Agreement include all Attachments thereto, including this Pricing Schedule Attachment. 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 Attachment or the Agreement.

1.2 Notice to Adopting Carriers ("CMRSs")

1.2.1 Notwithstanding anything to the contrary in this Pricing Schedule Attachment or in the Agreement, in the event that any CARRIER should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CARRIER"), the Adopting CARRIER will be entitled to the current rates set forth in this Agreement as of the date that the adopted Agreement becomes effective between the Parties, e.g., if the adopted agreement becomes effective upon approval of the applicable state Commission, ("MFN Effective Date") the then current rates become effective on the MFN Effective Date on a prospective basis only. Nothing in the Agreement shall entitle an Adopting CARRIER to retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date, and any adopting CARRIER is foreclosed from making any such claim hereunder. Notwithstanding the foregoing, all pricing factors contained in this Pricing Schedule Attachment, such as the shared facility factor and Inter-MTA factor, are CARRIER-specific, and when any CARRIER seeks to adopt the Agreement pursuant to Section 252(i) of the Act, the Parties shall negotiate CARRIER-specific factors.

1.2.2 AT&T-22STATE's obligations, pursuant to the General Terms and Conditions, are solely to provide Interconnection Services for which rates, terms and conditions are provided for in this Agreement and/or applicable tariff. Accordingly, to the extent CARRIER orders a product or service for which there are no rates, terms or conditions contained in this Agreement, AT&T-22STATE may reject the order.

1.3 Recurring Charges

1.3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month is 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. Where rates are determined according to distance, the mileage will be calculated on the airline distance involved between the locations, 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 to determine the mileage and then apply the applicable rate.

1.4 Non-Recurring Charges:

1.4.1 Where rates consist of per occurrence charges, such rates are classified as "Non-Recurring Charges."

1.4.2 CARRIER shall pay any applicable service

PRICING SHEET (PAGING) – TENNESSEE

1. Compensation for Paging Calls (Per Conversation MOU) for Transport and Termination

Type 2A	Type 2B	Type 1
\$.0007	\$.0007	\$.0007