



Dennis Wagner
External & Legislative Affairs

AT&T Tennessee
333 Commerce Street
Suite 2102
Nashville, TN 37201-1800

T: 615.214.4066
F: 615.214.8867
dennis.wagner@att.com
www.att.com

November 10, 2015

Filled Electronically
TRA Docket Office
11/10/15

Hon. Herbert Hilliard, Chairman
Tennessee Regulatory Authority
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Level 3 Communications LLC*
Docket No. 1500108

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Level 3 Communications LLC* ("Level 3").

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and Level 3 within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Level 3 and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The amendment adds Metered Power and revises the Lifeline-Link-Up Reform and Modernization and OS/DA language.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,

Dennis Wagner

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Level 3 Communications LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN
AT&T TENNESSEE AND LEVEL 3 COMMUNICATIONS LLC**

AT&T Tennessee ("AT&T") and Level 3 Communications LLC ("Level 3") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, Level 3 and AT&T state the following:

1. Level 3 and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Level 3.
2. The parties have recently negotiated an amendment to the Agreement adding Metered Power language and revising language for Lifeline and Link Up Reform and Modernization and OS/DA Product Change. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Level 3 within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Level 3 and AT&T aver that the Agreement is consistent with the standards for approval.

6. 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.

Level 3 and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: 

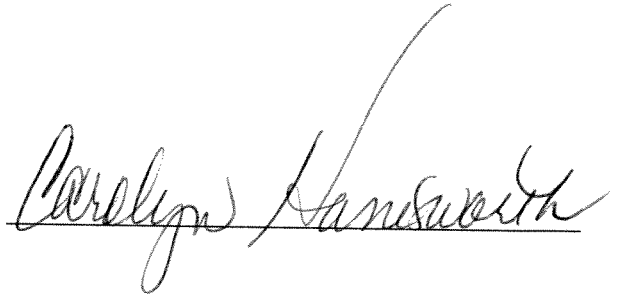
Dennis Wagner
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-4066

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 2015, a copy of the foregoing document was served on the following, via the method indicated:

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

Mr. Gary Black, Jr., VP-Carrier Rel.
Level 3 Communications, LLC
1026 Eldorado Blvd
Broomfield, CO 80021
gary.black@level3.com
scott.seab@level3.com

A handwritten signature in cursive script, reading "Carolyn Hansworth", is written over a horizontal line.

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,
AT&T GEORGIA AND AT&T TENNESSEE

AND

LEVEL 3 COMMUNICATIONS LLC



Signature: eSigned - Gary Black Jr. _____

Signature: eSigned - William A. Bockelman _____

Name: eSigned - Gary Black Jr. _____
(Print or Type)Name: eSigned - William A. Bockelman _____
(Print or Type)Title: VP Carrier Relations _____
(Print or Type)Title: Director _____
(Print or Type)

Date: 02 Nov 2015 _____

Date: 03 Nov 2015 _____

Level 3 Communications LLC

BellSouth Telecommunications, LLC d/b/a AT&T
FLORIDA, AT&T GEORGIA and AT&T TENNESSEE
by AT&T Services, Inc., its authorized agent

State	ULEC OCN	CLEC OCN
FLORIDA		8824 4802
GEORGIA	195B	6116 8824
TENNESSEE		4806 8824

Description	ACNA Code(s)
ACNA(s)	LVC

**AMENDMENT TO THE AGREEMENT
 BETWEEN
 LEVEL3 COMMUNICATIONS, L.L.C.
 AND
 BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA, AT&T GEORGIA
 AND
 AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA, AT&T GEORGIA and AT&T TENNESSEE ("AT&T") and Level 3 Communications, L.L.C. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated May 24, 2004 and as subsequently amended (the "Agreement");

WHEREAS, the Parties have agreed to add collocation power meter reading to the Agreement;

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order"), and modify certain provisions related to Customer Information Services; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add the following definitions to the General Terms and Conditions of the Interconnection Agreement:

AT&T Approved Installation Supplier (AT&T AIS) - means the suppliers that are approved to perform CO installation work for AT&T and for Collocators in AT&T Eligible Structures.

Approved CO Installation Suppliers Tier 1 (AT&T AIS Tier 1) - These suppliers are approved by AT&T to perform CO installation work for AT&T and for Virtual Collocators in AT&T CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.

AT&T Collocation Approved Installation Suppliers Tier 2 (AT&T AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).

Sold Application - Collocation Application Quote that has been accepted by the CLEC.

3. The Parties agree to add the Collocation Power Metering Rates reflected in the AT&T Pricing Sheet that is attached hereto as Collocation Power Metering Rates Pricing Attachment, Exhibit A.
4. The Parties agree to add the following language to Attachment 4, Sections 8.6.8 through Section 8.6.10:

8.6.8 Florida Power Usage Option. In Florida only, CLEC may request that -48 DC power provisioned by AT&T to CLEC's Collocation Space be assessed per ampere (amp), per month based upon amps used, pursuant to the rates set forth in Exhibit A of this Attachment. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If CLEC desires to

convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter “FL Option”), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit A, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by CLEC to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power CLEC requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular AT&T Premises on CLEC’s Initial Application or Subsequent Application. AT&T shall allow CLEC, at CLEC’s option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed’s maximum to be drawn by CLEC. AT&T is not required to build its central office power infrastructure to meet CLEC’s forecasted DC power demand. CLEC must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from AT&T’s power plant for each existing collocation arrangement CLEC converts to the FL Option or for any new collocation arrangements CLEC establishes under the FL Option.

8.6.8.1 AT&T, at any time and at its own expense, shall have the right to verify the accuracy of CLEC’s power usage under the FL Option for a specific collocation arrangement in a particular AT&T Premises, based on a meter reading(s) taken by AT&T of the amount of power being consumed by CLEC’s collocation arrangement. AT&T may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by CLEC for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate AT&T’s reading, then AT&T shall adjust CLEC’s billing to reflect AT&T’s power reading beginning with the first day of the month immediately following the date of the last metered reading taken by AT&T.

8.6.8.2 AT&T shall assess CLEC a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit A of this Attachment. CLEC shall notify AT&T of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by CLEC. The requested change in DC power usage will be reflected in CLEC’s next scheduled monthly billing cycle.

8.6.9 Central Office Physical Collocation Regional Power Usage Measurement Option – Georgia Only.

The Central Office Regional Power Usage Measurement Option provided in this Section 8.6.9 shall be applicable for Georgia only.

8.6.9.1 DC Power Charges

AT&T, or its AT&T Approved Installation Supplier Tier 1 (eligible for the scope of work), will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage being drawn by CLEC’s physical collocation equipment on both the A and B power feeds. .

8.6.9.1.1 If AT&T, or its AT&T Approved Installation Supplier, requires access to CLEC’s physical Collocation Space for purposes of measuring the power usage, AT&T or its AT&T Approved Installation Supplier shall provide CLEC with a minimum of forty-eight (48) hours’ notice that access is required. CLEC shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to CLEC’s physical Collocation Space. Once the date and time of access to CLEC’s physical Collocation Space has been agreed upon, CLEC and AT&T or its AT&T Approved Installation Supplier shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours’ notice to the other Party if the original appointment will be missed or must be cancelled and rescheduled. If CLEC fails to provide access to its physical Collocation Space or fails to provide AT&T/AT&T Approved Installation Supplier with a minimum of three (3) hours’ notice of the necessity to cancel and/or reschedule the appointment, then CLEC shall pay, for the missed meter reading a non-recurring charge,

as set forth in the Pricing Schedule, and shall pay a non-recurring charge as set forth in the Pricing Schedule for each additional meter reading trip required to measure CLEC's power usage. If AT&T /AT&T Approved Installation Supplier fails to provide CLEC with a minimum of three (3) hours' notice of the necessity to cancel and/or reschedule the appointment, AT&T shall not bill CLEC a non-recurring charge, as set forth in the Pricing Schedule for such missed appointment, and shall waive the charge for the next additional meter reading trip required to measure CLEC's power usage.

8.6.9.1.2 For each new physical collocation arrangement for which CLEC desires the metered power usage measurement option, CLEC shall indicate on its Initial Application that the metered power usage measurement option is being elected. For each location that CLEC wants to convert to the metered power usage measurement option, CLEC will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

8.6.9.1.2.1 This Subsequent Application is CLEC's certification that CLEC is opting to convert this physical collocation arrangement to the power usage measurement option and will permit AT&T and/or the AT&T Approved Installation Supplier to use an ammeter or other measurement device to measure its actual power usage or, at AT&T's election, provide AT&T and/or the AT&T Approved Installation Supplier with access to CLEC's meter on CLEC's own BDFB(s) (if CLEC chooses to offer AT&T that option), located in CLEC's physical Collocation Space, to measure actual power usage on all power feeds.

8.6.9.1.3 AT&T will bill CLEC a Power Reconfiguration Application Fee, as set forth in the Pricing Schedule, on the date that AT&T provides an Application Response to each Subsequent Application requesting to convert a physical collocation arrangement to the metered power usage measurement option. AT&T shall then arrange for the measurement of CLEC's actual power usage on each power feed (each A and B feed) once per quarter at each of CLEC's physical collocation arrangements for which CLEC has submitted an Initial or Subsequent Application electing the metered power usage option. Based upon the actual power usage measurement taken by AT&T or the AT&T Approved Installation Supplier, AT&T shall assess CLEC charges as set forth in the Pricing Schedule.

8.6.9.1.4 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If CLEC requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then CLEC will be responsible for paying the "Additional Meter Reading Trip Charge" contained in the Pricing Schedule. If AT&T requests a power usage reading be taken in this instance, then CLEC will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If there is no discrepancy between the readings of ten (10) % or five (5) Amps, whichever is greater, then the Party disputing the original meter reading shall pay the Additional Meter Reading Trip Charge contained in the Pricing Schedule. If the readings do not vary outside these ranges, the initial reading will be used to calculate CLEC's DC Usage charge until the next scheduled power reading.

8.6.9.1.5 When CLEC submits the appropriate Initial or Subsequent Application indicating its desire to elect the power measurement usage option for a particular physical collocation arrangement in a specific Central Office, AT&T will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of

CLEC to submit a Sold Application, indicating its desire to proceed with its request. After AT&T receives the Sold Application from CLEC, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 of this Attachment and CLEC will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect CLEC's election of the power measurement usage option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a particular physical collocation arrangement in a specific Central Office to the power measurement usage option). AT&T will not permit CLEC to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing physical collocation arrangement. When a Subsequent Application is used to elect the power measurement usage option and there are no other changes requested, billing for the recurring metering charges will begin upon the Space Ready Date. If CLEC occupies the space prior to the Space Ready Date, for Initial Application requests only, the date CLEC occupies the space will be deemed the new Space Acceptance Date and the billing for the metering charges will begin on that date. When CLEC elects to move to the power measurement usage option, the number of fused amps of DC Power infrastructure capacity requested by CLEC on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for DC Usage until such time as AT&T or its AT&T Approved Installation Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of CLEC's power usage for the requested physical Collocation Space. As soon as this reading has been taken, AT&T will adjust CLEC's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Approved Installation Supplier.

8.6.9.2 Other DC Power Metering Charges.

CLEC agrees to notify AT&T when CLEC has removed or installed telecommunications equipment in CLEC's physical Collocation Space and to ensure that the existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in CLEC's physical Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.

- 8.6.10 Tennessee Caged Collocation Power Usage Metering Option. In Tennessee only, CLEC may request that DC power provisioned by AT&T to CLEC's caged Collocation Space be assessed pursuant to the Tennessee Regulatory Authority's Power Usage Metering Option (hereinafter "TN Option"). If CLEC chooses the TN Option, AT&T will assess CLEC for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by AT&T to support the total number of fused amps of DC power requested by CLEC on CLEC's Initial Collocation Application and all Subsequent Collocation Applications. These monthly recurring power charges will be assessed by AT&T on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If CLEC desires to convert an existing caged collocation arrangement to the TN Option, then the monthly recurring power charges that are applicable to the TN Option, contained in Exhibit A, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by CLEC to convert an existing caged collocation arrangement to the TN Option.

- 8.6.10.1 AT&T, or its AT&T Approved Installation Supplier will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage (AC usage) being drawn by CLEC's collocation equipment on both the A and B power feeds. The AC Usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. CLEC may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify AT&T if it would like to offer AT&T the option of using such meters for the purposes of measuring CLEC's actual power usage. In

such case, AT&T, or its AT&T Approved Installation Supplier will have the option of reading and recording the actual power usage from either the meter installed or maintained by CLEC on CLEC's own BDFB(s) or via an AT&T provided measurement device. The usage reading for the option elected by AT&T shall be used for purposes of calculating the DC power usage billing.

8.6.10.2 If AT&T, or its AT&T Approved Installation Supplier requires access to CLEC's caged Collocation Space(s) for purposes of measuring the power usage, AT&T or its AT&T Approved Installation Supplier shall provide CLEC with a minimum of forty-eight (48) hours notice that access is required. CLEC shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to CLEC's caged Collocation Space(s). Once the date and time of access to CLEC's caged Collocation Space(s) has been agreed upon, CLEC and AT&T, or its AT&T Approved Installation Supplier shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If CLEC fails to provide access to its caged Collocation Space(s) or fails to provide AT&T, or its AT&T Approved Installation Supplier, with sufficient notification of the missed appointment(s), as noted above, then CLEC shall pay the non-recurring "Additional Meter Reading Trip Charge", as set forth in Exhibit A of this Attachment, for each additional meter reading trip that must be rescheduled to measure CLEC's power usage for such caged Collocation Space(s). CLEC and the AT&T Approved Installation Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

8.6.10.3 For each new caged collocation arrangement for which CLEC desires the TN Option, CLEC shall indicate on CLEC's Initial Application that the TN Option is being selected. For each location that CLEC wishes to convert to the TN Option, CLEC will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is CLEC's certification that CLEC is opting to convert this caged collocation arrangement to the TN Option and will permit AT&T, or the AT&T Approved Installation Supplier to measure its actual power usage on all power feeds.

8.6.10.4 AT&T will bill CLEC a Power Reconfiguration Only Application Fee, as set forth in Exhibit A of this Attachment, on the date that AT&T provides an Application Response to each Subsequent Application submitted by CLEC requesting to convert a caged collocation arrangement to the TN Option. AT&T shall then arrange for the measurement of CLEC's actual power usage on each power feed (each A and B power feed) once each quarter at each of CLEC's caged collocation arrangements for which CLEC has submitted an Initial or Subsequent Application electing the TN Option. Based upon the actual power usage measurement taken by AT&T or the AT&T Approved Installation Supplier, AT&T shall assess CLEC for AC power usage for the following quarter based upon CLEC's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the AC power consumption rate, set forth in Exhibit A of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to CLEC for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.

8.6.10.5 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If CLEC requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then CLEC will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit A of this Attachment. If AT&T requests a power usage reading be taken in this instance, then CLEC will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the

appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate CLEC's AC Usage charge for the next three (3) months.

- 8.6.10.6 In the event AT&T elects to measure CLEC's power using CLEC's BDFB meter, then AT&T, at any time and at its own expense, shall have the right to verify the accuracy of CLEC's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If CLEC's BDFB meter is found to be in error, then CLEC agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the AT&T reading is substantiated, AT&T shall adjust CLEC's billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.6.10.7 When CLEC submits the appropriate Initial or Subsequent Application indicating its desire to elect the TN Option for a specific caged collocation arrangement in a particular AT&T Premises, AT&T will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of CLEC to submit a BFFO, indicating its desire to proceed with its request to elect the TN Option. After AT&T receives the BFFO from CLEC, the Initial or Subsequent Application will be completed by AT&T within the provisioning intervals contained in Section 7 of this Attachment and CLEC will be notified of the Space Ready Date or when the appropriate record and database changes have been made by AT&T to reflect CLEC's election of the TN Option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular AT&T Premises to the TN Option). AT&T will not permit CLEC to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect the TN Option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power infrastructure components will begin upon the Space Ready Date. If CLEC occupies the space prior to the Space Ready Date, for Initial Application requests only, the date CLEC occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When CLEC elects to move to the TN Option, the number of fused amps of DC Power infrastructure capacity requested by CLEC on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as AT&T or its AT&T Approved Installation Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of CLEC's power usage for the requested caged Collocation Space. As soon as this reading has been taken, AT&T will adjust CLEC's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. AT&T will also use this reading for billing purposes until the next quarterly meter reading is performed by AT&T or its AT&T Approved Installation Supplier.
- 8.6.10.8 AT&T shall assess CLEC the monthly recurring charge as set forth in Exhibit A of this Attachment for AT&T's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by CLEC, as reflected by CLEC on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TN Option or any new caged collocation arrangement(s) for which CLEC has chosen the TN Option.
- 8.6.10.9 CLEC agrees to submit a Subsequent Application to notify AT&T when CLEC has removed or installed telecommunications equipment in CLEC's physical Collocation Space to ensure that CLEC's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in CLEC's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.

8.6.10.10 AT&T will bill CLEC a monthly recurring charge per caged Collocation Space for each arrangement that CLEC has converted to the TN Option or has elected the TN Option for new caged Collocation Space. This "Meter Reading" monthly recurring rate element will be assessed to CLEC for the first twelve (12) power circuits (each A and B feed counts as two circuits), and then for each additional two (2) circuits, read by AT&T or its AT&T Approved Installation Supplier at the rates set forth in Exhibit A of this Attachment and based on whether the power meter is provided by AT&T or its AT&T Approved Installation Supplier or CLEC.

5. Lifeline and Link Up Services

5.1 The Parties agree to delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval

6. Customer Information Services (CIS)

6.1 With the exception of 6.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

6.2 Add Attachment 12– Customer Information Services (CIS), attached hereto as Exhibit B, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

6.3 Add the following provisions to the Attachment for Resale

6.3.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

6.3.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

6.3.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

6.3.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

6.3.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

6.3.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

7. Conflict between this Amendment and the Agreement

7.1 This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

COLLO POWER METER READING AMENDMENT
PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	FL	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Grandfathered Site, Infrastructure Expense Costs, per Fused Amp Requested	CLO	PE1FW		1.04			
12	FL	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/AT&T Meter	CLO	PE1FO		102.24			
12	FL	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, Each Additional 2 Circuits w/AT&T Meter	CLO	PE1FP		8.94			
12	FL	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter	CLO	PE1FQ		98.25			
12	FL	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Meter Reading - per CLEC per CO, Each Additional 2 Circuits w/CLEC Meter	CLO	PE1FR		8.94			
12	FL	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Additional Meter Reading Trip Charge, per Central Office per Occurrence	CLO	PE1FM			307.64		

COLLO POWER METER READING AMENDMENT
PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	GA	PHYSICAL COLLOCATION	Physical Collocation - Power - DC power using a CLEC BDFB, per Used Amp	CLO	PE1PW		6.45			Used Amp
12	GA	PHYSICAL COLLOCATION	Physical Collocation - Power - DC power, per Used Amp	CLO	PE1FN		7.24			Used Amp
12	GA	PHYSICAL COLLOCATION	Physical Collocation - Power - Additional Meter Reading Trip Charge, per Central Office per Occurrence	CLO	PE1FM			15.00		per Central Office per Occurrence
12	GA	PHYSICAL COLLOCATION	Physical Collocation - Physical Meter Reading Expense	CLO	PE1FL		5.00			

COLLO POWER METER READING AMENDMENT
PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/BST Meter	CLO	PE1FO		102.24			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading -per CLEC per CO, per Each Additional 2 Circuits w/BST Meter	CLO	PE1FP		8.94			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter	CLO	PE1FQ		98.25			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC	CLO	PE1FR		8.94			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Additional Meter Reading Trip Charge, per Central Office, per Occurrence	CLO	PE1FM			307.64		
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, per Used Amp, per Power Feed ("A" or "B" Feed)	CLO	PE1FU		3.36			
12	TN	PHYSICAL COLLOCATION	Physical Collocation - Power, -48V DC Power, Infrastructure Capital and Expense Costs, per Fused Amp Requested	CLO	PE1FV		5.55			

ATTACHMENT 12 – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-9STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-9STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-9STATE.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-9STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-9STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-9STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, AT&T-9STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-9STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

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

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

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-9STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-9STATE.

1.5 White Pages:

- 1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-9STATE.

2.0 Definitions

- 2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.
- 2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from AT&T-9STATE via a stand-alone agreement.
- 2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.
- 2.7 “Toll Center Code” means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

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

3.1 Dialing Parity:

- 3.1.1 AT&T-9STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-9STATE retail OS/DA services.

3.2 Response Parity:

- 3.2.1 Where technically feasible and/or available, CLEC's End Users shall be answered by AT&T-9STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-9STATE's End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-9STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-9STATE End Users served via that same AT&T-9STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-9STATE's OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical

billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

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

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

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

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-9STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

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

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

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-9STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-9STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-9STATE End Offices to the AT&T-9STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-9STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements:

3.3.6.1 OS Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-9STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-9STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

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

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate

traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-9STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-9STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 AT&T-9STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 AT&T-9STATE will provide OS to CLEC End Users where technically feasible and/or available to AT&T-9STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. AT&T-9STATE will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 AT&T-9STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 AT&T-9STATE will provide DA Services to CLEC End Users where technically feasible and available to AT&T-9STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-9STATE will provide the following DA services to a CLEC End User.

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

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

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

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

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

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

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-9STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-9STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-9STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

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

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-9STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 AT&T-9STATE will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-9STATE End Users. CLEC will be responsible for paying the initial recording or

silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, AT&T-9STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
 - 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-9STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-9STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

- 4.1.1 To the extent that CLEC elects to interconnect with AT&T-9STATE's operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-9STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-9STATE's intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-9STATE operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-9STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-9STATE to establish any new interconnection trunking arrangements.

- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

- 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-9STATE operator assistance switches. These codes are specific to the various AT&T-9STATE LATAs where AT&T-9STATE operator assistance switches are located.
- 4.3.2 AT&T-9STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-9STATE operator to the CLEC operator on an inward basis.
- 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
- 4.3.4 AT&T-9STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-9STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-9STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-9STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

- 5.1.1 Where technically feasible and available, AT&T-9STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).
- 5.1.2 AT&T-9STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
- 5.1.3 AT&T-9STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-9STATE's DA to obtain such information.
- 5.1.4 Inasmuch as AT&T-9STATE provides DA service under contract for ILECs and CLECs, AT&T-9STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.
- 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-9STATE's DA database.
- 5.1.6 AT&T-9STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:
 - 5.1.6.1 AT&T-9STATE shall provide DAL information in a mutually acceptable format.
 - 5.1.6.2 AT&T-9STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-9STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

- 5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.
- 5.2.1.2 In the event a telephone service subscriber has a “non-published” listing, a “non-published” classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC’s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC’s database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

- 5.3.1.1 The prices at which AT&T-9STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

- 5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party’s DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party’s breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-9STATE’s DAL information.

5.3.3 Term of DAL Service:

- 5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days’ written Notice to the other Party.
- 5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-9STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-9STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-9STATE associated with the provision of the DAL database.

5.3.4 Ordering:

- 5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-9STATE.

6.0 White Pages

6.1 General Provisions:

- 6.1.1 AT&T-9STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.
- 6.1.2 AT&T-9STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-9STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

- 6.2.1 Subject to AT&T-9STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-9STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-9STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-9STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-9STATE white pages directory and a listing in AT&T-9STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
 - 6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-9STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
 - 6.2.1.2 Listing Information Confidentiality:
 - 6.2.1.2.1 AT&T-9STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-9STATE affords its own directory listing information.
 - 6.2.1.3 Unlisted/Non-Published End Users:
 - 6.2.1.3.1 CLEC will provide to AT&T-9STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.
 - 6.2.1.4 Additional, Designer and Other Listings:
 - 6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-9STATE will offer such listings at rates as set forth in AT&T-9STATE's tariffs and/or service guidebooks.
- 6.2.2 CLEC shall furnish to AT&T-9STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-9STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-9STATE via a mechanical or manual feed of the directory listing information to AT&T-9STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of

the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-9STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-9STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-9STATE's subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-9STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-9STATE's subscribers.

6.2.5 AT&T-9STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

6.2.6 Use of Subscriber Listing Information:

6.2.6.1 AT&T-9STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-9STATE's subscriber listing information. In exchange for AT&T-9STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-9STATE to include and use the CLEC subscriber listing information provided to AT&T-9STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-9STATE's use of CLEC's subscriber listing information in AT&T-9STATE's DA, DA related products and services, and directory publishing products and services.

6.2.6.2 AT&T-9STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-9STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-9STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-9STATE.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-9STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

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

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-9STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions:

- 7.1 Notwithstanding the foregoing, AT&T-9STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

PRICING SHEETS
Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			call attempt
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Call				1.00			call
6	FL	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Call				1.95			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	INWARD OPERATOR SERVICES	Inward Operator Svcs - Verification, Per Minute				1.15			minute
6	GA	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	INWARD OPERATOR SERVICES	Inward Operator Services - Verification, Per Minute				1.15			minute
6	TN	INWARD OPERATOR SERVICES	Inward Operator Services - Verification and Emergency Interrupt - Per Minute				1.15			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN