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April 11, 2017

**VIA OVERNIGHT COURIER**

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 Telcove Operations, LLC*  
Docket No. 17-00030

Dear Chairman Hilliard:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Telcove Operations, LLC ("CLEC")*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Regulatory Authority.

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

This Amendment changes name from TelCove Operations, Inc. to Telcove Operations, LLC; implements the FCC's USF/ICC, Lifeline and Link Up Reform and Modernization, USTelecom Forbearance Orders; modifies certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13; adds Joint and Several Liability language to the General Terms and Conditions; and replaces the Notices section.

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

Sincerely yours,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

Richard T. Howell

RTH/mr  
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by  
AT&T Tennessee and Telcove Operations, LLC*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND TELCOVE OPERATIONS, LLC**

AT&T Tennessee ("AT&T") and Telcove Operations, LLC ("CLEC") 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, CLEC and AT&T state the following:

1. CLEC 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 CLEC.
2. The parties have recently negotiated an amendment to the Agreement. This Amendment changes name from TelCove Operations, Inc. to Telcove Operations, LLC; implements the FCC's USF/ICC, Lifeline and Link Up Reform and Modernization, USTelecom Forbearance Orders; modifies certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13; adds Joint and Several Liability language to the General Terms and Conditions; and replaces the Notices section. 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, CLEC 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 Amendment to the Agreement between AT&T and CLEC 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. CLEC 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.

CLEC and AT&T respectfully request that the TRA approve the Amendment to the Agreement negotiated between the parties.

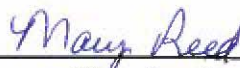
Respectfully submitted,

AT&T TENNESSEE

By: /s/ Richard T. Howell  
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- ☐ Hand
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Mary Reed

## **AMENDMENT**

## **BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE**

## **AND**

**TELCOVE OPERATIONS, LLC**

Signature: eSigned - Gary Black, Jr.Signature: eSigned - William BockelmanName: eSigned - Gary Black, Jr.  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: VP-Carrier Relations  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 09 Mar 2017Date: 09 Mar 2017**TelCove Operations, LLC**

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent**

| State          | Resale OCN | CLEC OCN  |
|----------------|------------|-----------|
| ALABAMA        | 3098       | 4936      |
| FLORIDA        | 4966,8617  | 7131,7566 |
| GEORGIA        | 3098       | 4636      |
| KENTUCKY       | 8400       | 7234      |
| LOUISIANA      | 8478       | 7100      |
| MISSISSIPPI    | 3098       | 7098      |
| NORTH CAROLINA | 3098       | 4984      |
| SOUTH CAROLINA | 4813       | 7235      |
| TENNESSEE      | 3098,8401  | 7236,8318 |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s)     | HTJ          |

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
TELCOVE OPERATIONS, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE**

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T") and TelCove Operations, Inc. ("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 February 28, 2006 and as subsequently amended ("Agreement"); and

**WHEREAS**, TelCove Operations, Inc. has changed its name to "TelCove Operations, LLC", and wishes to reflect that name change as set forth herein in the states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**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 Lifeline Order"); and

**WHEREAS**, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

**WHEREAS**, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

**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, Exhibit A - Customer Information Services, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "TelCove Operations, Inc." to "TelCove Operations, LLC" in the states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
3. AT&T shall reflect that name change from "TelCove Operations, Inc." to "TelCove Operations, LLC" only for the main billing account (header card) for each of the accounts previously billed to TelCove Operations, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, TelCove Operations, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by TelCove Operations, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, TelCove Operations, LLC shall operate with AT&T under the "TelCove Operations, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under TelCove Operations, LLC, and labeling (including re-labeling) equipment and facilities with TelCove Operations, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein

only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. **Lifeline and Link Up Services**

- 5.1. 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 in the states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

6. **Intercarrier Compensation**

- 6.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

7. **Forbearance**

- 7.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

8. **Customer Information Services (CIS)**

- 8.1. With the exception of 8.3 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.
- 8.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
- 8.3. **Add the following provisions to the Attachment or Appendix for Resale**
- CIS.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.
- CIS.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.
- CIS.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.
- CIS.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.

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.

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.

9. The Parties agree to add DS1 Loop Class of Service "NTCD1" with the associated USOCs and the corresponding rate elements and rates to Attachment 2, Exhibit A, to the Agreement as reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
10. The Parties agree to add the following language as Section 46 to the General Terms and Conditions of the Agreement in the states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**46. Joint and Several Liability**

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

11. The Parties agree to replace Section 24 from the Agreement with the following language:

**24. Notices**

- 24.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

24.1.1 delivered by electronic mail (email).

24.1.2 delivered by facsimile.

- 24.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

24.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 24.4 below.

24.2.2 delivered by facsimile provided CLEC has provided such information in Section 24.4 below.

- 24.3 Notices will be deemed given as of the earliest of:

24.3.1 the date of actual receipt.

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

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

## 24.4 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT        | CLEC CONTACT                       |
|-----------------------|------------------------------------|
| NAME/TITLE            | ATTN: General Counsel - Regulatory |
| STREET ADDRESS        | 1025 Eldorado Blvd.                |
| CITY, STATE, ZIP CODE | Broomfield, CO 80021               |
| PHONE NUMBER*         | (720) 888-4537                     |
| FACSIMILE NUMBER      | (720) 567-2209                     |
| EMAIL ADDRESS         | michael.mooney@level3.com          |

|                  | AT&T CONTACT                                                           |
|------------------|------------------------------------------------------------------------|
| NAME/TITLE       | Contract Management<br>ATTN: Notices Manager                           |
| FACSIMILE NUMBER | (214) 712-5792                                                         |
| EMAIL ADDRESS    | The current email address as provided on<br>AT&T's CLEC Online website |

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

- 24.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 24. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 24.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 24. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 24.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- 24.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 24.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
12. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
13. 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.

14. 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.
15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
18. For Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

**EXHIBIT A**  
**ATTACHMENT 06 – OPERATOR SERVICES AND**  
**DIRECTORY ASSISTANCE**  
**(f/k/a CUSTOMER INFORMATION SERVICES)**

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## 1.0 **INTRODUCTION**

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

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

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

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

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC 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 available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

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

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

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

1.3 Listings:

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

## 2.0 **DEFINITIONS**

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

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

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

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

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

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

### **3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**

#### **3.1 Dialing Parity:**

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

#### **3.2 Response Parity:**

- 3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

#### **3.3 Requirements to Physically Interconnect:**

- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection 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) in which the CLEC’s OS/DA traffic originates.
- 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
  - 3.3.6.1 Operator Service Trunks:
    - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
  - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
    - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
    - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
    - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
  - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
  - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
  - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
  - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:
    - 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
    - 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

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

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

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

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

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

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

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

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

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

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording 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.

3.6.3 Branding 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 or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

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

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

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

## 4.0 LISTINGS

### 4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

### 4.2 Responsibilities of the Parties:

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

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

#### 4.2.1.2 Listing Information Confidentiality:

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

#### 4.2.1.3 Unlisted/Non-Published End Users:

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

#### 4.2.1.4 Additional Listings:

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

required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
  - 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
  - 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
  - 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 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.
- 4.2.7 Breach of Contract:
  - 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to

the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

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

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

**5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

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

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

**6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES**

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

Pricing Sheet  
Exhibit C

| Attachment | State | Product                                                | Rate Element Description                                                                                     | COS (Class of Service) | USOC  | Zone | Monthly<br>Recurring<br>Charge (MRC) | Non-<br>Recurring<br>Charge (NRC)<br>First | Non-<br>Recurring<br>Charge (NRC)<br>Additional | Per Unit           |
|------------|-------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------|-------|------|--------------------------------------|--------------------------------------------|-------------------------------------------------|--------------------|
| 2MR-AT     | TN    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)  |                        |       |      | 0.0007                               |                                            |                                                 | MOU                |
| 2MR-AT     | TN    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)          |                        |       |      | 0.00bk                               |                                            |                                                 | MOU                |
| 2MR-AT     | TN    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Common Transport - Per Mile, Per MOU (Effective through 6/30/18)                                             |                        |       |      | 0.0000064                            |                                            |                                                 | Per Mile, Per MOU  |
| 2MR-AT     | TN    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Common Transport - Per Mile, Per MOU (Effective 7/1/2018)                                                    |                        |       |      | 0.00bk                               |                                            |                                                 | Per Mile, Per MOU  |
| 2MR-AT     | TN    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Common Transport - Facilities Termination Per MOU (Effective through 6/30/18)                                |                        |       |      | 0.0000064                            |                                            |                                                 | Per Mile, Per MOU  |
| 2MR-AT     | TN    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Common Transport - Facilities Termination Per MOU (Effective 7/1/2018)                                       |                        |       |      | 0.00bk                               |                                            |                                                 | Per Mile, Per MOU  |
| 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  |

Pricing Sheet  
Exhibit C

| Attachment | State | Product                                | Rate Element Description                                                                                   | COS (Class of Service)                                                              | USOC  | Zone | Monthly<br>Recurring<br>Charge (MRC) | Non-<br>Recurring<br>Charge (NRC)<br>First | Non-<br>Recurring<br>Charge (NRC)<br>Additional | Per Unit                           |
|------------|-------|----------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------|------|--------------------------------------|--------------------------------------------|-------------------------------------------------|------------------------------------|
| 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                  |
| 6          | TN    | OPERATOR CALL PROCESSING               | Operator Services - Rate Reference Subsequent Load per state per OCN                                       |                                                                                     |       |      |                                      |                                            | 1,500.00                                        | per state per OCN                  |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Zone 1                                                                           | NTCD1                                                                               | USLXX | 1    | 51.38                                | 313.08                                     | 219.72                                          |                                    |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Zone 1 [DISCONNECT]                                                              | NTCD1                                                                               | USLXX | 1    |                                      | 96.86                                      | 40.45                                           |                                    |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Zone 2                                                                           | NTCD1                                                                               | USLXX | 2    | 76.98                                | 313.08                                     | 219.72                                          |                                    |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Zone 2 [DISCONNECT]                                                              | NTCD1                                                                               | USLXX | 2    |                                      | 96.86                                      | 40.45                                           |                                    |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Zone 3                                                                           | NTCD1                                                                               | USLXX | 3    | 128.54                               | 313.08                                     | 219.72                                          |                                    |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Zone 3 [DISCONNECT]                                                              | NTCD1                                                                               | USLXX | 3    |                                      | 96.86                                      | 40.45                                           |                                    |
| 13         | TN    | UNE OTHER, PROVISIONING ONLY - NO RATE | Unbundled DS1 Loop - Expanded Superframe Format option - no rate                                           | USL, NTCD1                                                                          | CCOEF |      |                                      | 0.00                                       |                                                 |                                    |
| 13         | TN    | ADDITIONAL NETWORK ELEMENTS            | Optional Features & Functions: DS1 COCI - for DS1 Local Loop                                               | USL, NTCD1                                                                          | UC1D1 |      | 17.58                                | 5.70                                       | 4.42                                            |                                    |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)                 | NTCD1                                                                               | URES  |      |                                      | 23.42                                      | 3.30                                            | per UNE Loop, Single LSR, per DS1  |
| 13         | TN    | UNE LOOP COMMINGLING                   | 4-Wire DS1 Digital Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)                | NTCD1                                                                               | URESP |      |                                      | 24.82                                      | 4.70                                            | per UNE Loop, Spreadsheet, per DS1 |
| 15         | TN    | UNE LOOP COMMINGLING                   | 4 Wire Unbundled Digital Loop 19.2 or 56 Kbps - Order Coordination for Specified Conversion Time (per LSR) | NTCVG, NTCUD, NTCD1                                                                 | OCOSL |      |                                      | 34.29                                      |                                                 | LSR                                |
| 13         | TN    | UNE OTHER, PROVISIONING ONLY - NO RATE | Unbundled Contact Name, Provisioning Only - no rate                                                        | UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL | UNECN |      | 0.00                                 | 0.00                                       |                                                 |                                    |
| 13         | TN    | UNE OTHER, PROVISIONING ONLY - NO RATE | Unbundled DS1 Loop - Superframe Format Option - no rate                                                    | USL, NTCD1                                                                          | CCOSF |      |                                      | 0.00                                       |                                                 |                                    |