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August 19, 2020

**VIA OVERNIGHT COURIER**

Hon. David F. Jones, Chairman  
Tennessee Public Utility Commission  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and ACN Communication Services, LLC ("CLEC")*  
Docket No. 20-00100

Dear Chairman Jones:

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 CLEC*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission 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 Tennessee Public Utility Commission 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 implements FCC Orders 19-66 and 19-72 in WC Docket No.18-141, the FCC UNE and Resale Forbearance Orders.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Howell".

Richard T. Howell

Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
Nashville, Tennessee

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

Docket No. 20-00100

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN AT&T TENNESSEE AND ACN COMMUNICATION SERVICES, LLC**

AT&T Tennessee ("AT&T") and ACN Communication Services, 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. The amendment implements FCC Orders 19-66 and 19-72 in WC Docket No.18-141, the FCC UNE and Resale Forbearance Orders. 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 Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission 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 Tennessee Public Utility Commission 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.

4. CLEC and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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 Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

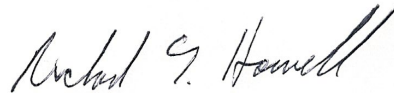
By: /s/ Richard T. Howell  
Richard T. Howell  
208 S Akard St, Room 2510.02  
Dallas, Texas 75202  
(214) 757-8099

**CERTIFICATE OF SERVICE**

I hereby certify that on August 19, 2020, a copy of the foregoing document was served on the following, via the method indicated:

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

ACN Communication Services, LLC  
John Dunne  
Carrier Relations Specialist  
1100 ave des Canadiens-de-Montreal,  
Office 450  
Montreal QC H3B 2S2  
[john.dunne@acninc.com](mailto:john.dunne@acninc.com)



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Richard T. Howell

## **INTERCONNECTION 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 NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY,  
LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE  
COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN  
BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA  
BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T  
WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A  
AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T  
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY  
D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T  
OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A  
AT&T WISCONSIN**

### **AND**

**ACN COMMUNICATION SERVICES, LLC**

Signature: eSigned - Dave StevanovskiName: eSigned - Dave Stevanovski  
(Print or Type)Title: President  
(Print or Type)Date: 20 Jul 2020**ACN Communication Services, LLC**Signature: eSigned - William BockelmanName: eSigned - William Bockelman  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 21 Jul 2020

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent**

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
ACN COMMUNICATIONS SERVICES, LLC AND ACN COMMUNICATION SERVICES, 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 NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A  
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY  
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE  
COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE  
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO  
BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL  
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN  
BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T  
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS,  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

**WHEREAS**, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

**WHEREAS**, the Parties agree to reflect the name change from "ACN Communications Services, Inc." to "ACN Communications Services, LLC" in the state of Alabama.

**WHEREAS**, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); 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 and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. For the state of Alabama, the Agreement executed on December 18, 2003 is hereby amended to reflect the name change from "ACN Communications Services, Inc." to "ACN Communications Services, LLC".
3. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
  - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
    - i. to the same End User; and
    - ii. at that same End User's existing location;
    - iii. both as of February 2, 2020.
4. Add Attachment - 251(b)(1) Resale to the Agreement.

5. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit B to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
  - a. To the extent CLEC fails to adhere to the above, at AT&T’s reasonable discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
    - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iv. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
  - c. AT&T’s election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
6. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport (“DS1/DS3 UDT”), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 (“UDT Embedded Base”).
  - i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
  - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T’s sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
  - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
  - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
7. 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.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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 counterpart shall together constitute one and the same instrument.
11. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

# **ATTACHMENT 16b – 251(b)(1) RESALE**

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## **1.0 INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

## **2.0 GENERAL PROVISIONS**

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
  - (ii) at that same End User’s existing location;
  - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
  - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE’s prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC’s End Users.

### **3.0 PRICING AND DISCOUNTS**

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

### **4.0 RESPONSIBILITIES OF PARTIES**

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

## **5.0 BILLING AND PAYMENT OF RATES AND CHARGES**

- 5.1 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.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE 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-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be 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.
- 5.2.1 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.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for 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 CLEC's responsibility 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 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.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

## **6.0 ANCILLARY SERVICES**

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

## **7.0 SUSPENSION OF SERVICE**

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

**Exhibit A**

| <b>AT&amp;T ILEC ("AT&amp;T")</b>                           | <b>CARRIER Legal Name</b>                                                                                                      | <b>Contract Type</b>      | <b>Approval Date / Last Party Signed Date</b> |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------|
| BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA        | <b>FORMER LEGAL NAME</b><br>ACN Communications Services, Inc.<br><br><b>NEW LEGAL NAME</b><br>ACN Communications Services, LLC | Interconnection Agreement | Last Party Signed Date 12/18/2003             |
| BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA        | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 5/12/2003              |
| BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA        | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 5/12/2003              |
| BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY       | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 12/18/2003             |
| BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA      | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 12/18/2003             |
| BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 5/12/2003              |
| BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 12/18/2003             |
| BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE      | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 5/12/2003              |
| Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA        | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | PUC Approved 3/8/2003                         |
| Illinois Bell Telephone Company d/b/a AT&T ILLINOIS         | ACN Communication Services, LLC                                                                                                | Interconnection Agreement | Last Party Signed Date 5/6/2003               |

|                                                                       |                                 |                           |                                      |
|-----------------------------------------------------------------------|---------------------------------|---------------------------|--------------------------------------|
| Indiana Bell Telephone Company<br>Incorporated d/b/a AT&T INDIANA     | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>10/7/2005  |
| The Ohio Bell Telephone Company d/b/a<br>AT&T OHIO                    | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>10/29/2002 |
| Michigan Bell Telephone Company d/b/a<br>AT&T MICHIGAN                | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>10/11/2002 |
| Nevada Bell Telephone Company d/b/a<br>AT&T NEVADA and AT&T Wholesale | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>12/2/2003  |
| Southwestern Bell Telephone Company<br>d/b/a AT&T ARKANSAS            | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>3/9/2006   |
| Southwestern Bell Telephone Company<br>d/b/a AT&T KANSAS              | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>9/26/2005  |
| Southwestern Bell Telephone Company<br>d/b/a AT&T MISSOURI            | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>8/10/2005  |
| Southwestern Bell Telephone Company<br>d/b/a AT&T OKLAHOMA            | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>9/25/2009  |
| Southwestern Bell Telephone Company<br>d/b/a AT&T TEXAS               | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>9/16/2005  |
| Wisconsin Bell, Inc. d/b/a AT&T<br>WISCONSIN                          | ACN Communication Services, LLC | Interconnection Agreement | Last Party Signed Date<br>12/2/2003  |

## Exhibit B

| State | Product                        | Rate Element Description                                                           | COS (Class of Service) | USOC         | Zone |
|-------|--------------------------------|------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1                           | UEANL                  | UEAL2        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEAL2) | UEANL                  | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEAL2)              | UEANL                  | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]              | UEANL                  | UEAL2        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2                           | UEANL                  | UEAL2        | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT] (USOC=UEAL2) | UEANL                  | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 (USOC=UEAL2)              | UEANL                  | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]              | UEANL                  | UEAL2        | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3                           | UEANL                  | UEAL2        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT] (USOC=UEAL2) | UEANL                  | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 (USOC=UEAL2)              | UEANL                  | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]              | UEANL                  | UEAL2        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1                           | UEANL                  | UEASL        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEASL) | UEANL                  | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEASL)              | UEANL                  | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]              | UEANL                  | UEASL        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2                           | UEANL                  | UEASL        | 2    |

## Exhibit B

| State | Product                        | Rate Element Description                                                                                | COS (Class of Service) | USOC         | Zone |
|-------|--------------------------------|---------------------------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)                       | UEANL                  | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)                                    | UEANL                  | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]                                    | UEANL                  | UEASL        | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3                                                 | UEANL                  | UEASL        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)                       | UEANL                  | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)                                    | UEANL                  | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]                                    | UEANL                  | UEASL        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)                      | UEANL                  | UEAMC        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) | UEANL                  | OCOSL        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration, per 2 Wire Voice Loop-SL1                                                               | UEANL                  | UREPN        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]                                                  | UEANL                  | UREPN        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1                                            | UEANL                  | UREPM        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1                                                      | UEQ                    | UEQ2X        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)                            | UEQ                    | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)                                         | UEQ                    | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]                                         | UEQ                    | UEQ2X        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2                                                    | UEQ                    | UEQ2X        | 2    |

## Exhibit B

| State | Product                        | Rate Element Description                                                                                                    | COS (Class of Service) | USOC         | Zone |
|-------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)                                              | UEQ                    | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)                                                           | UEQ                    | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]                                                           | UEQ                    | UEQ2X        | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3                                                                        | UEQ                    | UEQ2X        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)                                              | UEQ                    | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)                                                           | UEQ                    | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]                                                           | UEQ                    | UEQ2X        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Tag Loop at End User Premise                                                                 | UEQ                    | URETL        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour                                                           | UEQ                    | URET1        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour                                                    | UEQ                    | URETA        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)             | UEQ                    | USBMC        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration, per 2 Wire UCL-ND                                                                                           | UEQ                    | UREPN        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]                                                                              | UEQ                    | UREPN        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration Order Coordination, per 2 Wire UCL-ND                                                                        | UEQ                    | UREPM        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)                           | UEA                    | URES�        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES�) | UEA                    | <b>SOMAN</b> |      |

## Exhibit B

| State | Product                        | Rate Element Description                                                                                              | COS (Class of Service) | USOC         | Zone |
|-------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Switch-As-Is<br>Conversion rate per UNE Loop, Single LSR, (per DS0)<br>(USOC=URES L) | UEA                    | <b>SOMAN</b> |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 2-Wire Analog Voice Grade Loop - Switch-As-Is<br>Conversion rate per UNE Loop, Spreadsheet, (per DS0)                 | UEA                    | URESP        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration, per 2 Wire Voice Loop-SL2                                                                             | UEA                    | UREPN        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2                                                          | UEA                    | UREPM        |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 1                                                                               | UEA                    | UEAL4        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 1<br>[DISCONNECT] (USOC=UEAL4)                                                  | UEA                    | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 1<br>(USOC=UEAL4)                                                               | UEA                    | <b>SOMAN</b> | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 1<br>[DISCONNECT]                                                               | UEA                    | UEAL4        | 1    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 2                                                                               | UEA                    | UEAL4        | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 2<br>[DISCONNECT] (USOC=UEAL4)                                                  | UEA                    | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 2<br>(USOC=UEAL4)                                                               | UEA                    | <b>SOMAN</b> | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 2<br>[DISCONNECT]                                                               | UEA                    | UEAL4        | 2    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 3                                                                               | UEA                    | UEAL4        | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 3<br>[DISCONNECT] (USOC=UEAL4)                                                  | UEA                    | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 3<br>(USOC=UEAL4)                                                               | UEA                    | <b>SOMAN</b> | 3    |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Zone 3<br>[DISCONNECT]                                                               | UEA                    | UEAL4        | 3    |

## Exhibit B

| State | Product                        | Rate Element Description                                                                                                         | COS (Class of Service) | USOC         | Zone |
|-------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Switch-As-Is<br>Conversion rate per UNE Loop, Single LSR, (per DS0)                             | UEA                    | URES         |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Switch-As-Is<br>Conversion rate per UNE Loop, Single LSR, (per DS0)<br>[DISCONNECT] (USOC=URES) | UEA                    | <b>SOMAN</b> |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Switch-As-Is<br>Conversion rate per UNE Loop, Single LSR, (per DS0)<br>(USOC=URES)              | UEA                    | <b>SOMAN</b> |      |
| TN    | UNBUNDLED EXCHANGE ACCESS LOOP | 4-Wire Analog Voice Grade Loop - Switch-As-Is<br>Conversion rate per UNE Loop, Spreadsheet, (per DS0)                            | UEA                    | URES         |      |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Loop or Ground Start Signaling - Zone 1                                    | NTCVG                  | UEAL2        | 1    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Loop or Ground Start Signaling - Zone 1<br>[DISCONNECT]                    | NTCVG                  | UEAL2        | 1    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Loop or Ground Start Signaling - Zone 2                                    | NTCVG                  | UEAL2        | 2    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Loop or Ground Start Signaling - Zone 2<br>[DISCONNECT]                    | NTCVG                  | UEAL2        | 2    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Loop or Ground Start Signaling - Zone 3                                    | NTCVG                  | UEAL2        | 3    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Loop or Ground Start Signaling - Zone 3<br>[DISCONNECT]                    | NTCVG                  | UEAL2        | 3    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Reverse Battery Signaling - Zone 1                                         | NTCVG                  | UEAR2        | 1    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Reverse Battery Signaling - Zone 1 [DISCONNECT]                            | NTCVG                  | UEAR2        | 1    |
| TN    | UNE LOOP COMMINGLING           | 2-Wire Analog Voice Grade Loop - Service Level 2<br>w/Reverse Battery Signaling - Zone 2                                         | NTCVG                  | UEAR2        | 2    |

Exhibit B

| State | Product                       | Rate Element Description                                                                           | COS (Class of Service) | USOC  | Zone |
|-------|-------------------------------|----------------------------------------------------------------------------------------------------|------------------------|-------|------|
| TN    | UNE LOOP COMMINGLING          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT] | NTCVG                  | UEAR2 | 2    |
| TN    | UNE LOOP COMMINGLING          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3              | NTCVG                  | UEAR2 | 3    |
| TN    | UNE LOOP COMMINGLING          | 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT] | NTCVG                  | UEAR2 | 3    |
| TN    | UNE LOOP COMMINGLING          | 2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)  | NTCVG                  | URES  |      |
| TN    | UNE LOOP COMMINGLING          | 2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | NTCVG                  | URES  |      |
| TN    | UNE LOOP COMMINGLING          | 2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)                              | NTCVG                  | URETL |      |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Zone 1                                                            | NTCVG                  | UEAL4 | 1    |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]                                               | NTCVG                  | UEAL4 | 1    |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Zone 2                                                            | NTCVG                  | UEAL4 | 2    |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]                                               | NTCVG                  | UEAL4 | 2    |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Zone 3                                                            | NTCVG                  | UEAL4 | 3    |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]                                               | NTCVG                  | UEAL4 | 3    |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)  | NTCVG                  | URES  |      |
| TN    | UNE LOOP COMMINGLING          | 4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0) | NTCVG                  | URES  |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS1 - per mile                                                 | U1TD1                  | 1L5XX |      |

## Exhibit B

| State | Product                       | Rate Element Description                                                                 | COS (Class of Service) | USOC         | Zone |
|-------|-------------------------------|------------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS1 - Facility Termination                           | U1TD1                  | U1TF1        |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1) | U1TD1                  | <b>SOMAN</b> |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)              | U1TD1                  | <b>SOMAN</b> |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]              | U1TD1                  | U1TF1        |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS3 - per mile                                       | U1TD3                  | 1L5XX        |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS3 - Facility Termination                           | U1TD3                  | U1TF3        |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3) | U1TD3                  | <b>SOMAN</b> |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)              | U1TD3                  | <b>SOMAN</b> |      |
| TN    | UNBUNDLED DEDICATED TRANSPORT | Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]              | U1TD3                  | U1TF3        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 1                                   | UNCVX                  | UEAL4        | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)                      | UNCVX                  | <b>SOMAN</b> | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]                      | UNCVX                  | UEAL4        | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 2                                   | UNCVX                  | UEAL4        | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)                      | UNCVX                  | <b>SOMAN</b> | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]                      | UNCVX                  | UEAL4        | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 3                                   | UNCVX                  | UEAL4        | 3    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)                      | UNCVX                  | <b>SOMAN</b> | 3    |

## Exhibit B

| State | Product                       | Rate Element Description                                                       | COS (Class of Service) | USOC         | Zone |
|-------|-------------------------------|--------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]            | UNCVX                  | UEAL4        | 3    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 1                                | UNC1X                  | USLXX        | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)      | UNC1X                  | <b>SOMAN</b> | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)                   | UNC1X                  | <b>SOMAN</b> | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]                   | UNC1X                  | USLXX        | 1    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 2                                | UNC1X                  | USLXX        | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)      | UNC1X                  | <b>SOMAN</b> | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)                   | UNC1X                  | <b>SOMAN</b> | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]                   | UNC1X                  | USLXX        | 2    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 3                                | UNC1X                  | USLXX        | 3    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)      | UNC1X                  | <b>SOMAN</b> | 3    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)                   | UNC1X                  | <b>SOMAN</b> | 3    |
| TN    | ENHANCED EXTENDED LINK (EELs) | 4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]                   | UNC1X                  | USLXX        | 3    |
| TN    | ENHANCED EXTENDED LINK (EELs) | DS3 Local Loop in combination - per mile                                       | UNC3X                  | 1L5ND        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | DS3 Local Loop in combination - Facility Termination                           | UNC3X                  | UE3PX        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX) | UNC3X                  | <b>SOMAN</b> |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)              | UNC3X                  | <b>SOMAN</b> |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | DS3 Local Loop in combination - Facility Termination [DISCONNECT]              | UNC3X                  | UE3PX        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS1 - per mile                            | UNC1X                  | 1L5XX        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS1 Facility Termination                  | UNC1X                  | U1TF1        |      |

## Exhibit B

| State | Product                       | Rate Element Description                                                                  | COS (Class of Service) | USOC         | Zone |
|-------|-------------------------------|-------------------------------------------------------------------------------------------|------------------------|--------------|------|
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)   | UNC1X                  | <b>SOMAN</b> |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)                | UNC1X                  | <b>SOMAN</b> |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]                | UNC1X                  | U1TF1        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS3 - per mile                                       | UNC3X                  | 1L5XX        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS3 - Facility Termination                           | UNC3X                  | U1TF3        |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3) | UNC3X                  | <b>SOMAN</b> |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)              | UNC3X                  | <b>SOMAN</b> |      |
| TN    | ENHANCED EXTENDED LINK (EELs) | Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]              | UNC3X                  | U1TF3        |      |
| TN    | ADDITIONAL NETWORK ELEMENTS   | Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport     | UNC1X, UNC3X           | OCOSR        |      |