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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 **AT&T-13STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AT&T-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **AT&T-13STATE**'s network is partly comprised of End Office switches, Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **AT&T-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be

interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the AT&T-13STATE network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-13STATE.
- 2.4 Types of Points of Interconnection
- 2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-13STATE area defined by the sum of all local calling areas served by AT&T-13STATE End Offices that subtend an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
- 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-13STATE's network in the LATA where CLEC Offers Service.
- 2.4.3 A "Single POI" is a single point of interconnection within a LATA on AT&T-13STATE's network that is established to interconnect AT&T-13STATE's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
- (i) at an AT&T-13STATE TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-13STATE TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
- (ii) at an AT&T-13STATE End Office in a local calling area not served by an AT&T-13STATE tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.
- 2.7 Technical Interfaces
- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-13STATE will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

- 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

- 3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-13STATE Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

- 3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-13STATE Tandem or End Office building and wishes for AT&T-13STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

- 3.3.1 Fiber Meet Point between AT&T-13STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-13STATE Tandem or End Office building within each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE).
- 3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.
- 3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.
- 3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-13STATE designated) manhole at the AT&T-13STATE Tandem or End Office building. AT&T-13STATE shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for AT&T-13STATE to pull through to the AT&T-13STATE cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-13STATE shall take the fiber from the manhole and terminate it inside AT&T-13STATE's office at the cable vault at AT&T-13STATE's expense. In this case the POI shall be at the AT&T-13STATE designated manhole location.
- 3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.3.9 CLEC and AT&T-13STATE will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength

necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

- 3.4.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an AT&T-13STATE area, CLEC shall provide written notice to AT&T-13STATE of the need to establish Interconnection in each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T-2STATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5-STATE). CLEC shall provide all applicable network information on forms acceptable to AT&T-13STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

APPENDIX LOCAL NUMBER PORTABILITY

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APPENDIX LNP (LOCAL NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.6 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.9 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. LOCAL NUMBER PORTABILITY (LNP)

- 2.1 General Terms and Conditions
 - 2.1.1 **AT&T-13STATE** and CLEC shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).
- 2.2 Requirements for LNP
 - 2.2.1 **AT&T-13STATE** and CLEC shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.

- 2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.
- 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

2.3 Limitations of Service

- 2.3.1 Telephone numbers can be ported as a basic network offering only within **AT&T-13STATE** rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX," as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.
- 2.3.2 Telephone numbers of the following types shall not be ported: (i) **AT&T-13STATE** Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.
- 2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

2.4 Service Description

- 2.4.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.
- 2.4.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.
- 2.4.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.
- 2.4.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 2.4.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

- 2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **AT&T-13STATE** may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. “N-1” QUERY METHODOLOGY

- 3.1 The parties shall follow the “N-1” query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the N-1” carrier is the carrier in the call routing sequence immediately prior to the terminating carrier’s end office, or the terminating carrier’s end office tandem. The “N-1” carrier shall perform the LNP database query. If the “N-1” carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.
- 3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the “N-1” carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 3.1.2 For local calls to ported numbers, the originating carrier is the “N-1” carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
- 3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, AT&T-13STATE may query all calls directed to that NXX, provided that AT&T-13STATE’s queries shall not adversely affect the quality of service to CLEC’s customers or end-users as compared to the service AT&T-13STATE provides its own customers.
- 3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 3.1.5 Rates, terms and conditions for LNP queries performed by AT&T-13STATE will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

4. ORDERING

- 4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.
- 4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects (“projects”), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5. PROVISIONING

- 5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party’s LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T-13STATE and CLEC agree that a 30-minute

interval is a goal toward which both companies will work; however, both CLEC and AT&T-13STATE recognize that there will be instances where the interval may be up to 59 minutes.

- 5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.
- 5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.
- 5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.
- 5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.
- 5.3 AT&T-13STATE and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T-13STATE and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 5.5 Mass Calling
 - 5.5.1 Both AT&T-13STATE and CLEC shall to offer Local Number Portability for telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.
- 5.6 Operator Services, LIDB/LVAS and Directory Assistance
 - 5.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LNP is in place.
- 5.7 Porting of DID Block Numbers
 - 5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.
 - 5.7.2 AT&T-13STATE and CLEC shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.
 - 5.7.3 AT&T-13STATE and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, AT&T-13STATE means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each AT&T-13STATE rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and AT&T-13STATE to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first

Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

- 2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable AT&T-owned ILEC doing business in Connecticut.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.8 **AT&T-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.9 "**LSC**" means the Local Service Center (LSC) for **AT&T-13STATE**.
- 1.10 "**LOC**" means the Local Operations Center (LOC) for **AT&T-13STATE**.
- 1.11 "**Service Bureau Provider**" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **AT&T-13STATE** OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.12 "**UNE**" is as described in Appendix Lawful UNE.

2. LAWFUL UNBUNDLING REQUIREMENTS

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which AT&T-13STATE provides under this Interconnection Agreement (ICA service(s)). Should AT&T-13STATE no longer be obligated to provide a UNE under the terms of this Agreement, AT&T-13STATE shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 **Proper Use of OSS Interfaces**
- 3.2.1 For AT&T-13STATE, CLEC agrees to utilize AT&T-13STATE electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-13STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within AT&T-13STATE regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.3.1 In AT&T-13STATE regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless AT&T CALIFORNIA against any claim made by a consumer End User or governmental entity against AT&T CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
- 3.3.3 Throughout AT&T-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T-13STATE's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-13STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-13STATE harmless against any claim made by an End User of CLEC or other third parties against AT&T-13STATE caused by or related to CLEC's use of any AT&T-13STATE OSS.
- 3.5 In the event AT&T-13STATE has good cause to believe that CLEC has used AT&T-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to AT&T-13STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of AT&T-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-13STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T-13STATE shall have the right to conduct an audit of CLEC's use of the AT&T-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-13STATE.
- 3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T-13STATE and CLEC will use manual processes. Should AT&T-13STATE develop electronic interfaces for these functions for itself, AT&T-13STATE will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AT&T-13STATE region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

- 3.10 The Parties will follow the final adopted guidelines of "AT&T 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 AT&T-13STATE will and CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to AT&T-13STATE OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T-13STATE shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T-13STATE for any of its regions.

4. PRE-ORDERING

- 4.1 AT&T-13STATE will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T-13STATE region-specific ordering requirements.
- 4.2 **Pre-Ordering Functions for Resale Services and UNEs Include**
- 4.2.1 Feature/Service Availability
- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
- Access to AT&T-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.
- 4.2.3 Telephone Number Inquiry
- AT&T-13STATE provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T-13STATE provides address validation function.

4.3 **The Following are Pre-Order Functions Specific to UNEs**

4.3.1 Loop Pre-Qualification Inquiry

AT&T-13STATE provides a loop pre-qualification inquiry function.

4.3.2 Loop Qualification Inquiry

AT&T-13STATE provides a loop qualification inquiry function.

4.3.3 Common Language Location Indicator (CLLI) Inquiry

AT&T-13STATE provides CLLI code inquiry function.

4.3.4 Connecting Facility Assignment (CFA) Inquiry

AT&T-13STATE provides a CFA inquiry function.

4.3.5 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T-13STATE provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-Order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **AT&T-13STATE** to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **AT&T-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.5 **Other Pre-Order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **AT&T-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 AT&T-13STATE provides access to ordering functions (as measured from the time AT&T-13STATE receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T-13STATE to provision in accordance with applicable AT&T-13STATE ordering requirements. AT&T-13STATE will provide CLEC access to one or more of the following systems or interfaces.

5.2 Service Order Request System Availability

5.2.1 AT&T-13STATE makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T-13STATE Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T-13STATE, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T-13STATE will utilize industry ASR guidelines developed by OBF based upon AT&T-13STATE ordering requirements.

5.3 Provisioning for Resale Services and UNEs in AT&T-13STATE

AT&T-13STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

5.3.2 For EDI ordering, AT&T-13STATE will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In AT&T-13STATE, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T-13STATE, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T-13STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T-13STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 AT&T-13STATE will bill CLEC for Resold services and UNEs. AT&T-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-13STATE will provide CLEC billing information in a paper format, or via magnetic tape, as agreed to between CLEC and AT&T-13STATE. Other alternate bill media, such as CD-ROM and DVD, will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In AT&T-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.
- 7.2.3 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.2.4 In AT&T-13STATE, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.5 AT&T-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.3.1 In AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.
- 7.3.2 In AT&T-13STATE, CLEC may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.3 In AT&T-13STATE, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T-13STATE ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For AT&T-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU))

and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T-13STATE "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T-13STATE OSS via the public internet.

- 8.3 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-13STATE data facilities for access to OSS will be in compliance with AT&T-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.
- 9.2 **Joint Security Requirements**
 - 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
 - 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
 - 9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).
 - 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
 - 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
 - 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the

other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-13STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-13STATE, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.

- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
 - 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification**
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
 - 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
 - 9.6.3 User IDs will be revalidated on a monthly basis.
- 9.7 User Authentication**
- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
 - 9.7.2 Passwords must not be stored in script files.
 - 9.7.3 Passwords must be entered by the user.
 - 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
 - 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
 - 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
 - 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 Access and Session Control**
- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
 - 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 User Authorization**
- 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize AT&T-13STATE interfaces must complete user education classes for AT&T-13STATE-provided interfaces that affect the AT&T-13STATE network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their CLEC account manager. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent AT&T-13STATE seeks to recover costs associated with OSS System Access and Connectivity, AT&T-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.1 For AT&T SOUTHWEST REGION 5-STATE region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

- 13.2 For AT&T-12STATE, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For AT&T-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T-13STATE on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 AT&T-13STATE shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-13STATE OSS via a Service Bureau Provider as follows:
 - 14.2.1 CLEC shall be permitted to access AT&T-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-13STATE to allow Service Bureau Provider to establish access to and use of AT&T-13STATE's OSS.
 - 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
 - 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T-13STATE shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 AT&T-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-13STATE's OSS) which could not be avoided by AT&T-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its end users via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of AT&T-13STATE Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from AT&T-13STATE.
- 1.2 CLEC shall be the Retail OS/DA provider to its end users, and AT&T-13STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-13STATE shall answer CLEC's end user OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T-13STATE shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the end user dials 4-1-1 or 1-4-1-1, AT&T-13STATE shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its end users whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing end user inquiries about OS/DA rates, AT&T-13STATE Operators shall quote CLEC retail OS/DA rates, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-13STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 AT&T-13STATE shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T-13STATE and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based end users to Resale service, or vice versa, as described below in section 6.8.
 - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.2 CLEC acknowledges and understands that AT&T-13STATE uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T-13STATE, one for Resale, and one for facilities-based service.

¹By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from AT&T-13STATE.

1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T-13STATE's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T-13STATE's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T-13STATE OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T-13STATE will provide OS/DA to CLEC's end users with no unreasonable dialing delays and at dialing parity with AT&T-13STATE retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, CLEC's end users shall be answered by AT&T-13STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-13STATE's retail end users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T-13STATE OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-13STATE retail end users served via that same AT&T-13STATE end office switch.

2.2.3 For all service types, AT&T-13STATE will include CLEC's end user OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.

2.3 Daily Usage File (DUF)

2.3.1 For Resale and Leased Circuit Switching, AT&T-13STATE will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.3.2 When CLEC is operating its own switch-based service, AT&T-13STATE will transmit similar usage recorded by the AT&T-13STATE OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T-13STATE's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.

3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the CLEC's OS/DA traffic originates.

3.2.1 Because CLEC's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of CLEC's switch.

3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the end user dialing 0 or 411 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 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T-13STATE's OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the

Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,

- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
 - 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
 - 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an AT&T-13STATE Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to the AT&T-13STATE's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T-13STATE's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T-13STATE's intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T-13STATE will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T-13STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-13STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the parties.
 - 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-13STATE End Offices to the AT&T-13STATE OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
 - 3.5.3 If EAOSS is not technically feasible, 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-13STATE OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.1 Operator Service (OS) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-13STATE Operator Services switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.2 Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-13STATE Directory Assistance 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. 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. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When CLEC wishes for AT&T-13STATE to perform Busy Line Verification or Emergency Interrupt for CLEC end users, AT&T-13STATE will need a segregated one-way BLV trunk group with MF signaling from AT&T-13STATE's Operator Services switch to CLEC's switch serving end users in that LATA. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. **AT&T-13STATE** will assess its Operator Services charges based upon whether the CLEC end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, **AT&T-13STATE** will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance - The end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
- 4.2.2 Calling Card - The end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
- 4.2.3 Collect - The end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 4.2.4 Third Number Billed - The end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
- 4.2.5 Person-To-Person Service - The end user dialing 0 may ask the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 4.2.6 Busy Line Verification - A service in which the end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- 4.2.7 Busy Line Interrupt - A service in which the end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. **AT&T-13STATE** charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, **AT&T-13STATE** will provide the following DA Services when a CLEC end user served dials 411 or 1-411, regardless of whether Operator Services are also requested from **AT&T-13STATE**:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
- 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

5.2.5 Business Category Search (BCS) (Where Available). A service in which the end user 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.

6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's end user, and this greeting is mandatory, not optional, when AT&T-13STATE is the OS/DA provider.
 - 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-13STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T-13STATE CLEC website (<https://clec.att.com/clec>).
 - 6.1.2 AT&T-13STATE 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, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T-13STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
 - 6.2.1 CLEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
 - 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-13STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
 - 6.2.3 AT&T-13STATE must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by CLEC.
- 6.3 AT&T-13STATE will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-13STATE retail end users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Appendix Pricing.
- 6.5 In all current AT&T-13STATE OS/DA switches, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.6 AT&T-13STATE 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.

- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-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, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
- 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in **AT&T-13STATE** 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.
- 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in **AT&T-13STATE** 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 6 above, and at the rates set forth in the attached Appendix Pricing.

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means Syniverse Technologies, Inc. operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user located in an AT&T-13STATE local exchange area or;
 - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth

elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T-13STATE exchange areas and has a Point of Interconnection ("POI") located within AT&T-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-13STATE exchange areas. Based upon the foregoing, the Parties agree that AT&T-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtenant AT&T-13STATE-tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Office(s) using AT&T-13STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from AT&T-13STATE on a wholesale basis (non-resale) and used in providing wireline local telephone exchange (dialtone) service to its end user customers.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-13STATE will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-13STATE's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 2.2 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.3 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.5 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.6 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

- 2.8 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.9 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 2.10 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 2.11 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 2.12 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 2.13 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 2.14 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 2.15 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means 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, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 2.16 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 2.17 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 2.18 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 2.19 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 2.20 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 2.22 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 2.23 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard

- format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-13STATE on a wholesale basis (non-resale) which is used by such telecommunications carrier to provide wireline local telephone exchange (dialtone) service to its End Users. In no event will AT&T-13STATE have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T-13STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's End Users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully

supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by **AT&T-13STATE** pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within **AT&T-13STATE**'s incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with **AT&T-13STATE**. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an **AT&T-13STATE** End User located in an **AT&T-13STATE** local exchange area or;
- (ii) Originates from an **AT&T-13STATE** End User located in an **AT&T-13STATE** local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

- 4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

- 4.2 **AT&T-12STATE** made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-13STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **AT&T-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 4.2.1 Should a regulatory agency, court or legislature change or nullify the **AT&T-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed