

Texas
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Rural	U21		\$10.60	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21		\$10.60	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Urban	U21		\$10.55	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Service Order Promotion - Manual	NRBAY		NA	\$91.93	NA
Service Order Promotion - Electronic	NRBAW		NA	\$2.58	NA
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology. 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

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Zone 3 - Urban	2SLAX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology				
Zone 1 - Rural	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLCX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Zone 1 - Rural	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLBX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Zone 1 - Rural	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	4SL1X	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

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PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology				
Zone 1 - Rural	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLDX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology				
Zone 1 - Rural	U2F	\$7.12	\$5.64	\$2 33
Zone 2 - Suburban	U2F	\$5.12	\$5.64	\$2.33
Zone 3 - Urban	U2F	\$4.55	\$5.64	\$2 33
Statewide	U2F	\$5.31	\$5.64	\$2 33
PSD#6 2-Wire Very High-band Capable				
Zone 1 - Rural	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLEX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

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PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology				
Zone 1 - Rural	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLFX	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion				
Network Component	R2RLP	NA	\$22.95	\$12.55
Analog Line Port				
Zone 1 - Rural	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RBQ	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Zone 1 - Rural	RB9	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RB9	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

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Zone 3 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

**SCHEDULE - UNE COMBINATIONS
(Texas)**

UNE-P

2-Wire Analog Loop to Analog Line Port
2-Wire Digital Loop to ISDN BRI Line Port
2-Wire Analog Loop to Analog DID Trunk Port
4-Wire Digital Loop to PRI Trunk Port
4-Wire Digital Loop to DS1 Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
BULLSEYE TELECOM, INC.**

This Triennial Review Order and Triennial Review Remand Order Amendment amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas¹ ("AT&T Texas" or "AT&T") and BullsEye Telecom, Inc. ("CLEC"). AT&T Texas and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Texas' service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T Texas and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated September 11, 2002 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98, and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003 and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("USTA II") and its associated mandate on June 16, 2004; and affirming in part and vacating in part the TRO, and such decision subsequently has become final and non-appealable;

WHEREAS, the Federal Communications Commission (the "FCC") released an Order on Remand, including related unbundling rules on February 4, 2005; in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") as set forth herein;

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the "TRO" and "TRRO" Amendment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment, and the terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this section.

¹ In Docket No. 32138, Southwestern Bell Telephone L. P. requested that its CCN No. 40079 be amended to change its assumed name from SBC Texas to "AT&T Texas." The change in assumed name was approved in Order No. 4, released on January 4, 2006. AT&T Texas will now replace SBC Texas as the assumed name or DBA for Southwestern Bell Telephone L.P.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utility Commission of Texas and shall become effective ten (10) days following approval by the Commission (the "Amendment Effective Date").
7. Reservation of Rights. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review. Notwithstanding any contrary provision in the Agreement, this Amendment, or any AT&T Texas tariff, nothing contained in the Agreement, this Amendment, or any AT&T Texas tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Public Utility Commission of Texas, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T Texas tariff or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.
8. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 23rd day of August, 2006, by AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

BullsEye Telecom, Inc.

**Southwestern Bell Telephone, L.P. d/b/a AT&T Texas
by AT&T Operations, Inc., its authorized agent**

By: *Filed w/o signature on behalf of BullsEye Telecom, Inc.*
in Docket 30459

Printed: _____

Title: _____
(Print or Type)

Date: _____

By: Rebecca L. Sparks
Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 8/23/06

FACILITIES-BASED OCN # _____

ACNA _____

TRIENNIAL REVIEW ORDER/TRIENNIAL REVIEW REMAND ORDER AMENDMENT

1. GENERAL TERMS

- 1.1 AT&T Texas' obligations to provide unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Act are amended as set forth below.

2. DEFINITIONS

For purposes of this Amendment and unless otherwise defined herein, the terms listed below and used herein are defined as follows:

- 2.1 Affiliate. The term "Affiliate" as defined by 47 U.S.C. § 153(1).
- 2.2 Business Line. A Business Line is an AT&T Texas owned switched access line used to serve a business customer, whether by AT&T Texas or by a competitive LEC that leases the line from AT&T Texas. The number of business lines in a wire center shall equal the sum of all AT&T Texas business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with AT&T Texas end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to (24) twenty-four 64 kbps-equivalents, and therefore to (24) twenty-four business lines.
- 2.3 * Building - For the purposes of the FCC's caps on DS1 and DS3 loops, the term "Building" or "same Building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.
- 2.4 Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to any one or more facilities or services that CLEC has obtained at wholesale from AT&T Texas, or the combining of an unbundled network element, or a combination of unbundled network elements with one or more facilities or services. Commingling means the act of commingling. "Commingled Arrangement" means the arrangement created by Commingling.
- 2.5 Commission or the Texas PUC means the Public Utilities Commission of Texas.
- 2.6 Conversion means changing from one serving arrangement to another, such as to change from an AT&T Texas wholesale service or group of AT&T Texas wholesale services to the equivalent UNEs or UNE Combinations or the reverse. Convert means the act of Conversion.
- 2.7 Intentionally Left Blank
- 2.8 Feeder Portion of the Loop is the portion of a Loop (fiber or copper) between the Main Distribution Frame (MDF) or its equivalent in an AT&T Central Office and a remote terminal or feeder distribution interface.
- 2.9 Fiber-Based Collocator. A Fiber-Based Collocator is any carrier unaffiliated with AT&T Texas that maintains a collocation arrangement in an AT&T Texas wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at its collocation arrangement within the wire center; (2) leaves the AT&T Texas wire center premises; and (3) is owned by a party other than AT&T Texas or any Affiliate of AT&T Texas, except as set forth in this paragraph. Dark fiber obtained from AT&T Texas on an indefeasible right of use basis shall be treated as non-AT&T Texas fiber-optic cable. Two or more Affiliated fiber-based collocators in a single wire center shall collectively be counted as a single Fiber-Based Collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.
- 2.10 Fiber-to-the-Home (FTTH) Loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs) a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

- 2.11 Fiber-to-the-Curb (FTTC) loops is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 2.12 Inside Wire Subloop is all loop plant owned or controlled by AT&T Texas at a multiunit customer premises between the minimum point of entry and the point of demarcation of AT&T Texas' network.
- 2.13 Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 2.14 Interexchange Service. Interexchange Service is Telecommunications Service between stations in different exchange areas.
- 2.15 Line Sharing. Line Sharing as used in this Agreement refers to the former process by which CLEC could provide xDSL service over the same copper Loop that AT&T Texas was using to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"), as more specifically addressed in 47 C.F.R. §51.319(a)(1)(i). The HFPL included the features, functions, and capabilities of the copper Loop that were used to establish a complete transmission path between AT&T Texas' distribution frame (or its equivalent) in its Central office and the demarcation point at the end user customer's premises, and included the high frequency portion of any inside wire owned and controlled by AT&T Texas.
- 2.16 Line Splitting is the process in which one competitive local carrier provides narrowband voice service over the low frequency portion of a copper Loop and a second competitive carrier provides digital subscriber line service over the high frequency portion of the same loop.
- 2.17 Local Switching - UNE Local Switching, including tandem switching (ULS) is defined as follows:
- (i) all line-side and trunk-side facilities as defined in TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and
 - (ii) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.
- 2.18 "Mass Market" is used herein as in the FCC's Triennial Review Order, FCC 03-36, released August 21, 2003 ("Triennial Review Order"), shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)
- 2.19 Mobile Wireless Service. A mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 2.20 Intentionally Left Blank
- 2.21 Shared Transport - is shared by more than one carrier (including AT&T Texas) between end office switches, between end office switches and tandem switches, and between tandem switches, in AT&T Texas' network.
- 2.22 Subloop for Multi Tenant Building Access - is any portion of a Loop regardless of capacity level or type of loop that is technically feasible to access at a terminal in AT&T Texas' outside plant at or near a multiunit premises. A point of technically feasible access is any point in AT&T Texas' outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multitenant premises. It is not technically feasible to access a portion of a Loop at a terminal in AT&T Texas' outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.

- 2.23 Copper Subloop UNE - the distribution portion of the copper loop that is technically feasible to access at terminals in AT&T Texas's outside plant (i.e. outside its central) office, including inside wire.
- 2.24 * Unbundled Network Elements (with or without capital letters) and UNEs mean only such elements required to be unbundled under Section 251(c)(3) of the Act, as determined by effective FCC rules and orders.
- 2.25 Wire Center - A Wire Center is the location of an AT&T Texas local switching facility containing one or more central offices. The wire center boundaries define the area in which all customers served by a given wire center are located.

3. ELIGIBILITY

- 3.1 Pursuant to Rule 51.309(b), CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service or Interexchange Services.
- 3.2 Pursuant to Rule 51.309(d), if CLEC accesses and uses an unbundled network element consistent with Section 3.1 of this Amendment, CLEC may provide any telecommunication services over the same unbundled network element.
- 3.3 Pursuant to Rule 51.309(g), AT&T Texas shall not deny CLEC access to a UNE or a combination of UNEs on the grounds that one or more of the elements:
- 3.3.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained from AT&T Texas; or
- 3.3.2 Shares part of AT&T Texas' network with access services or inputs for mobile wireless services or Interexchange services.
- 3.3.3 In order to access and use UNEs, CLEC must be a Telecommunications carrier (Section 251(c)(3), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T Texas immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T Texas shall constitute material breach of this Agreement.
- 3.3.3.1 By way of example, use of a UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a UNE in accordance with the requirements of this Section 3.3.1
- 3.3.3.2 By way of further example, CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

4. ELEMENTS NOT PROVIDED BY AT&T TEXAS. Nothing in the Agreement requires AT&T Texas to provide to CLEC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

- (i) entrance facilities for any purpose (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC' networks with AT&T Texas' networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC' right to interconnect with AT&T's network pursuant to Section 251(c)(2) of the Act for the exchange of traffic.
- (ii) * "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the TRO, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);

- (iii) OCn Loops and Dedicated Transport.
- (iv) * Intentionally omitted
- (v) Fiber-to-the-Home (FTTH) Loops (and Fiber- to-the-curb); except to the extent that AT&T Texas has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T Texas will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.
- (vi) line sharing;
- (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
- (viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (ix) packet switching, including routers and DSLAMs;
- (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
- (xi) the Feeder Portion of the Loop.

5. LOOPS

5.1 Fiber-to-the-Home (FTTH) Loops (and Fiber- to-the-Curb)

5.1.1 New Builds. AT&T Texas is not required to provide nondiscriminatory unbundled access to FTTH Loops and FTTC Loops (or any segment thereof) on an unbundled basis where AT&T Texas has deployed such a Loop to a residential unit that previously has not been served by any loop facility.

5.1.2 Overbuilds. AT&T Texas is not required to provide nondiscriminatory access to a FTTH Loop and FTTC Loop (or any segment thereof) on an unbundled basis when AT&T Texas deployed parallel to, or in replacement of, an existing copper loop facility, except that

- (a) AT&T Texas must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T Texas retires the copper loop pursuant to the terms of Section 7 below.
- (b) If AT&T Texas maintains the existing copper loop pursuant to this Section 5.1.2(b), AT&T Texas need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to this section, in which case AT&T Texas shall restore the copper loop to serviceable condition upon request.
- (c) If AT&T Texas retires the copper loop pursuant to Section 7 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis.

5.2 Hybrid Loops. AT&T Texas will provide CLEC with access to hybrid loops in accordance with 47 C.F.R. Section 51.319(a)(2).

5.2.1 Packet Switching facilities, features, functions and capabilities. AT&T Texas is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to

combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

5.2.2 Broadband Services. When CLEC seeks access to a hybrid loop for the provision of broadband services, AT&T Texas shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist) on an unbundled basis to establish a complete transmission path between the AT&T central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

5.2.3 Narrowband Services. For narrowband access, AT&T Texas shall provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or to a spare home-run copper loop serving that customer on an unbundled basis.

5.3 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement or this Amendment, if CLEC requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), AT&T Texas shall, as and to the extent required by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, provide CLEC unbundled access to a loop capable of voice-grade service to the customer served by the Hybrid Loop (and shall terminate such facilities if they are un-terminated).

5.3.1 To provide a 2 wire analog or 4 wire analog loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) AT&T Texas shall provide CLEC with an existing copper loop or a loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply.

5.3.2 If neither a copper loop nor a loop served by IDLC is available, AT&T Texas shall provide unbundled access to Hybrid Loops served by IDLC systems by using any technically feasible method.

6. COPPER LOOPS

6.1 Intentionally Left Blank

6.2 Line Splitting. AT&T Texas shall provide a requesting telecommunications carrier that obtains an unbundled copper loop from AT&T Texas with the ability to engage in Line Splitting arrangements with another carrier using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent. AT&T Texas must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in Line Splitting arrangements.

6.3 Maintenance, Repair and Testing. Pursuant to FCC Rule 51.319(a)(1)(iv),

(A) AT&T Texas shall provide, on a nondiscriminatory basis, physical loop test access points to CLEC at the splitter, through a cross-connection to CLEC' collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access service, for the purpose of testing, maintaining, and repairing copper Loops and Subloops.

(B) If AT&T Texas seeks to utilize an alternative physical access methodology it may request approval to do so from the state commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage CLEC' ability to perform loop or service testing, maintenance, or repair.

7. RETIREMENT OF COPPER LOOPS

7.1 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, AT&T Texas must comply with:

- (A) The network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and
- (B) Any applicable state requirements.

8. FEEDER

AT&T Texas is not required to provide unbundled access its Feeder Portion of the Loop; provided, however, AT&T Texas will provide access to its fiber feeder plant only to the extent its fiber feeder plant is necessary in order to provide a complete transmission path between the central office and the customer premises when AT&T Texas provides unbundled access to the TDM-based capabilities of its Hybrid Loops.

9. SUBLOOPS FOR ACCESS TO MULTIUNIT PREMISES WIRING AND COPPER SUBLOOPS

- 9.1 Subloops for Access to multiunit premises wiring. Upon request by CLEC, AT&T Texas shall provide to CLEC the following Subloops for access to Multiunit Premises wiring (hereinafter referred to as "MTE UNE Subloops") pursuant to the terms herein:
 - 9.1.1 2-Wire Analog UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 9.1.2 4-Wire Analog UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 9.1.3 DS1 UNE Subloop
 - 9.1.4 DS3 UNE Subloop.
 - 9.1.5 Dark Fiber UNE Subloop for MTE.
- 9.2 Establishment of Intermediary Box for CLEC Access to Term to NID MTE UNE Copper or Fiber Subloop Segment
 - 9.2.1 As an alternative to the establishment of a UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T Texas Term to NID UNE Subloop segments in order to serve its End Users at MTEs in AT&T Texas ("Term to NID MTE UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE UNE Subloop Segment cross-connect leased from AT&T Texas within the intermediary box (in order to obtain access to AT&T Texas Term to NID MTE UNE Subloop Segments). In the event CLEC wishes to access AT&T Texas Term to NID MTE UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
 - 9.2.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. For fiber, the intermediate box will be a fiber distribution panel (FDP), if mounted on a relay rack, or a wall interface cabinet (WIC) if mounted on the wall. The intermediary box shall be placed no more than two feet from the AT&T terminal. In the event it is physically impractical for CLEC to place a connecting facility (e.g., in the case of copper connecting blocks at which AT&T can terminate copper wire cross connects, or in the case of fiber, a fiber optic terminating panel or similar device at which AT&T can connect a fiber cross-connect) within twenty-four (24) inches, CLEC shall place the appropriate cross connect device at a location specified by AT&T, and AT&T shall provide the appropriate cross connect facilities required to connect its facilities to the CLEC provided cross connect device.
 - 9.2.1.2 The intermediary box shall contain blocks for copper or FC connectors for fiber that meet AT&T Texas' published industry standards for the placement of services and facilities and

should be labeled with CLEC' ACNA to enable the AT&T Texas technician the ability to run jumper/cross connect from AT&T Texas terminal to the intermediary box.

9.2.1.3 CLEC agrees that the AT&T Texas technician shall run the jumper/cross-connect from AT&T Texas' serving terminal to CLEC' intermediary box, in order for CLEC to access AT&T Texas Term to NID MTE UNE Subloop Segments in AT&T Texas.

9.2.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE UNE Subloop Segments from AT&T Texas.

9.2.1.5 Following CLEC' provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T Texas associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T Texas to CLEC, providing AT&T Texas with CFA prior to ordering and the assigning of a specific Term to NID MTE UNE Subloop Segment(s).

9.2.1.6 The ordering procedures for the Term to NID MTE UNE Subloop Segment will be the same as those that apply to UNE Subloop today and shall be submitted to AT&T Texas by CLEC via a Local Service Request ("LSR").

9.2.1.7 AT&T Texas will upon receipt of the LSR from CLEC for a Term to NID MTE UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T Texas terminal to the CLEC intermediary box. AT&T Texas must have access to the intermediary box for completion of the order.

9.2.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE UNE Subloop Segments in AT&T Texas only, CLEC may elect to lease from AT&T Texas Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T Texas in lieu of AT&T Texas' standard Term to NID UNE Subloop segment addressed in this 9.2.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment.

9.3 Establishment of Term to NID MTE UNE Subloop Segment When no Intermediary Box is installed

9.3.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T Texas install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T Texas Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T Texas in lieu of AT&T Texas' standard Term to NID UNE Subloop segment addressed in Section 9.2.2.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment. In such cases, AT&T Texas will provide CLEC with access to the Term To NID MTE UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed copper wire or a fiber jumper at AT&T Texas' terminal. The cross connect or jumper would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC' own choosing.

9.3.2 If CLEC elects this option to obtain access to the Term To NID UNE Subloop in an MTE Environment, neither the AT&T Texas SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the AT&T Texas cross-connect, AT&T Texas could not require any CFA information from CLEC.

9.4 Single Point of Interconnection

"SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T Texas will construct a SPOI only to those multiunit premises where AT&T Texas has distribution facilities to the premises and AT&T Texas either owns, controls, or leases the inside wire, if any, at such premises. If AT&T Texas has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T Texas' obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a UNE Subloop via a SPOI.

9.5 Copper Subloops. AT&T Texas will provide copper UNE Subloops as set forth herein.

9.5.1 AT&T Texas shall provide CLEC with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in AT&T Texas' outside plant, including inside wire owned or controlled by the incumbent LEC, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares. A point of technically feasible access is any point in the AT&T Texas outside plant where a technician can access the copper wire within a cable without removing a splice case.

10. COMMINGLING, CONVERSIONS AND COMBINATIONS

- 10.1 Subject to the terms and conditions of the Agreement and this Amendment, CLEC may connect, combine, or other attach UNEs and combinations of UNEs to wholesale service obtained from AT&T Texas, and AT&T Texas shall not deny access to Section 251(c)(3) UNEs and combinations of Section 251(c)(3) UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T Texas.
- 10.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Amendment (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. AT&T shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, AT&T shall promptly determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable.
- 10.3 Except as prohibited or restricted in this Amendment and, further subject to the other provisions of the Agreement, AT&T shall permit CLEC to Comingle a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs with facilities or services obtained at wholesale from AT&T, to the extent required by FCC rules and orders.
- 10.4 Upon request, and subject to other applicable provisions of this Amendment, AT&T shall perform the functions necessary to Comingle a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Comingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) AT&T's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network.

- 10.5 * Included in Attachment A is a list of the Commingled Product Set AT&T shall offer as of the effective date of this Amendment. AT&T shall develop a list of additional Commingled Arrangements that will be available for ordering as of the earlier of the date on which the list is added to the CLEC Handbook or posted on "CLEC On-line" ("Commingled Product Set"). AT&T may add to the list at any time. The Commingled Product Set shall be available to CLEC upon request as of the effective date of this Amendment. All other requests for AT&T Texas to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T Texas to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.
- 10.6 Any CLEC request for a Commingled Arrangement not found on the then-existing Commingling Product Set list of orderable Commingled Arrangements, must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T or another ILEC sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them. AT&T Texas shall implement CLEC' request for Commingling or Commingled Arrangement in a manner that minimizes disruption to CLEC' customer's service.
- 10.7 For any Commingled Arrangement included in the above-referenced Commingled Product Set, AT&T Texas shall charge CLEC the non-recurring and recurring rates applicable to the Section 251(c)(3) UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T Texas.
- 10.8 AT&T Texas shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement., as that term is used in the FCC's Triennial Review Order. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. Commingling will not affect the rates, terms or conditions under which special access services are ordered and billed. AT&T shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis.
- 10.9 Nothing in this Amendment shall impose any obligation on AT&T Texas to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the Texas Commission or court decision. AT&T Texas' combining obligation is limited solely to the combining of 251(c)(3) UNEs. AT&T Texas is also obligated to commingle 251(c)(3) (and combinations of 251(c)(3) UNEs) with one or more wholesale facilities or services, including §271 UNEs, that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC.
- 10.10 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 10.11 Where a Commingled Arrangement to be provided to CLEC involves a Section 251(c)(3) UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.
- 10.11.1 AT&T Texas shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC' ability to implement new Commingled arrangements. AT&T Texas acknowledges and agrees that the language of this Amendment complies with and satisfies the requirements of AT&T Texas wholesale and access tariffs with respect to Commingling. AT&T Texas acknowledges and agrees that with respect to Commingling and to the extent any AT&T Texas tariff wholesale or access tariff provisions are determined to be in conflict with the provisions on this Amendment, the provisions of the Amendment shall prevail.

10.12 New Combinations Involving UNEs

10.12.1 Subject to the provisions hereof and upon request, AT&T Texas shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

10.12.1.1 Any combining obligation is limited solely to combining of UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T Texas might offer pursuant to Section 271 of the Act.

10.12.2 In the event that AT&T Texas denies a request to perform the functions necessary to combine UNEs, AT&T Texas shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T Texas shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, Verizon Comm. Inc. and the Agreement.

11. SERVICE ELIGIBILITY CRITERIA FOR CERTAIN COMBINATIONS AND COMMINGLED FACILITIES AND SERVICES

11.1 Notwithstanding anything in the Amended Agreement to the contrary, AT&T Texas agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T Texas shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the TRO and in the Amended Agreement. Except as provided below in this Section 11 and subject to this Section 11, AT&T Texas shall provide access to UNEs and combinations of UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs, to the extent the Agreement contains terms and conditions related to such conversions.

11.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport together with any facilities, equipment, or functions necessary to combine those UNEs. An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "low-capacity EEL") shall not be required to satisfy the eligibility requirements set out in Section 11.2.1 through 11.2.3. AT&T Texas shall make low capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Amendment. A high capacity EEL is an EEL that consists of a UNE DS1 or a UNE DS3 loop cross connected to a UNE DS1 or UNE DS3 Dedicated Transport.

11.2 The following criteria must be satisfied for each high-capacity EEL included arrangement described above in Section 11.1.

11.2.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served.

11.2.2 The following criteria must be satisfied for each high-capacity included arrangement described in Sections 11.1.

11.2.3 * Each circuit to be provided to each end user customer will be assigned a local number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T Texas local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit.

(A) Each DS1 equivalent circuit of a DS3 EEL or on any other Included Arrangement must have its own Local Number assignment, so that each DS3 must have at least 28 Local voice

Numbers assigned to it; and at a minimum, each DS3 EEL shall have the same number of telephone numbers assigned as there are DS1's riding the circuit and each DS1 will have a separate telephone number assigned.

- (B) Each circuit to be provided to each end user customer will have 911 or E911 capability prior to the provision of service over that circuit;
- (C) Each circuit(s) to be provided to each end user customer will terminate in a collocation arrangement meeting the requirements of Section 11.2.4, below; and
- (D) Each circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 11.2.5 of this Amendment; and
- (E) For each 24 DS1 EEL or other EEL facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 11.2.5 of this Amendment. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.
- (F) Switching: Each circuit to be provided to each end user customer will be served by a switch that is capable of switching local voice traffic.

11.2.4 A collocation arrangement meets the requirements of Section 11.2.3 of this Amendment if it is:

- (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocater; or
- (B) Located at a third party's premises within the same LATA as the CLEC' premises, when AT&T is the collocater.
- (C) *Notwithstanding any other provision of this Agreement, CLEC may order UNEs to terminate at the collocation arrangement of another CLEC, whether those facilities are UNEs or otherwise, provided that CLEC has a Letter of Authorization (LOA) from the other CLEC and the necessary information to complete a Local Service Request (LSR), e.g., CFA information.

11.2.5 An interconnection trunk meets the requirements of Sections 11.2.3(D) and 11.2.3(E) of this Amendment if CLEC will transmit the calling party's number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the EEL.

11.2.6 For a new circuit to which Section 11.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Number is assigned and 911/E911 capability is provided, as required by Section 11.2.3(A) and Section 11.2.3(B), respectively. In such case, CLEC shall satisfy Section 11.2.3(A) and/or Section 11.2.3(B) if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) days after AT&T provisions such new circuit. CLEC must provide AT&T with sufficient proof that such assignment and/or implementation has occurred by the end of such thirtieth (30th) day.

11.2.6.1 Section 11.2.6 does not apply to existing circuits to which Section 11.2.1.1 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 11.2.3(A) and (B) requirements for existing circuits at the time it initiates the ordering process).

11.2.7 Before accessing (1) a converted high-cap EEL, if the Agreement contains terms and conditions related to such conversions, (2) a new high-cap EEL Included Arrangement, or (3) part of a high-cap EEL that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 11.2 for each circuit. AT&T Texas makes forms available for the certifications required by this Section 11. CLEC may provide this certification by following the process outlined for this purpose on CLEC Online. Accordingly the Parties agree that by CLEC submitting an order to AT&T Texas, for new or converted high-capacity EELs, CLEC is certifying that it is meeting the requirements of Section 11 as to such EEL(s) on a circuit-by-circuit/service-by-service/included arrangement-by-included arrangement basis. Such certification-by-order shall have the same

weight and effect as a separate certification and certification-by-order shall not diminish CLEC' obligation to comply with the criteria or certification requirements set forth in this Section 11. Provided that AT&T Texas has received such self certification from CLEC, AT&T Texas shall not deny CLEC access to high-capacity EELs.

11.2.8 *In addition to any other audit rights provided for in this Agreement and those allowed by law, AT&T Texas may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis CLEC' compliance in Texas with the conditions set out in Section 11.2. For purposes of calculating and applying an "annual basis", it means a consecutive 12-month period, beginning upon AT&T Texas' written notice that an audit will be performed for Texas, subject to Section 11.2.8.4 of this Section.

11.2.8.1 To invoke its limited right to audit, AT&T Texas will send a notice of audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the reason for the audit. The notice of audit shall also include supporting documentation upon which AT&T Texas establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such notice of audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T Texas seeks to commence an audit.

11.2.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC' compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with Section 11.2.

11.2.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

11.2.8.4 * Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 11.2, CLEC must true-up any difference in payments paid to AT&T Texas and the rates and charges CLEC would have owed AT&T Texas beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 11.2) of this Amendment is effective. If CLEC provides AT&T Texas with written notice no later than ten (10) days after the release of the auditor's report of specific circuits that it can bring into compliance without the disconnection or conversion of circuits ("Specific Circuits"), CLEC will be given a reasonable time to cure as to those specific circuits, but not more than (45) forty-five days after the release of the auditor's report; provided, however, such right to cure under this Section shall not relieve CLEC of its other obligations under this Section, including without limitation to pay for the audit under Section 11.2.8.5 or any true-up amounts under this Section up to the date that AT&T Texas receives a written certification from CLEC that such a noticed circuit has been brought into compliance; and, further provided, if such written certification of compliance is not received by AT&T Texas by such 45th day, CLEC shall submit the orders to convert or disconnect (per the following sentence) by such 45th day, or AT&T Texas may initiate and effect such a conversion or disconnection on its own without any further consent by or notice to CLEC. CLEC shall submit orders to AT&T Texas to either convert all noncompliant circuits to an equivalent or substantially similar wholesale service, or group of wholesale services, or disconnect non-compliant circuits. CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T Texas. Conversion and disconnect orders shall be submitted within thirty (30) days of the date on which CLEC receives a copy of the auditor's report, except for the

Specific Circuits for which CLEC has provided the written notice as described and required above. With respect to any noncompliant circuit for which CLEC fails (i) to submit a conversion or disconnect order within such thirty (30) day time period, or (ii) to dispute the auditor's finding within such thirty (30) day time period or at such a time period agreed to by the parties, or (iii) to provide AT&T Texas with the written notice as described and required above to make such noncompliant circuit a Specific Circuit, AT&T Texas may initiate and effect such a conversion on its own without any further consent by CLEC. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in AT&T Texas billing overtime charges to CLEC for any work performed by AT&T Texas unless CLEC agrees to such charges in advance. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 11.2 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T Texas shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

11.2.8.5 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with Section 11.2, CLEC shall reimburse AT&T Texas for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for AT&T Texas' necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that AT&T Texas is required to pay CLEC's costs under Section 11.2.8.6.

11.2.8.6 To the extent the independent auditor's report concludes that CLEC complied in all material respects with Section 11.2, AT&T Texas shall reimburse CLEC for reasonable staff time and other reasonable costs associated with responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc

11.2.8.7 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation related to a circuit for as long as such circuit is in place plus a period of two years.

11.2.9 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 11.2 in all cases and, further, the failure of AT&T Texas to require such compliance, including if AT&T Texas provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 11.2, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

11.3 Provisioning for EELs

11.3.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T Texas from a collocation arrangement.

11.3.1.1 AT&T Texas will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

11.3.1.2 EELs may utilize multiplexing capabilities.

12. CONVERSION OF WHOLESALE SERVICES TO UNES

- 12.1 Upon request, AT&T Texas shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Amended Agreement, provided CLEC meets the applicable eligibility provisions of this Amendment.
- 12.2 AT&T Texas shall perform any conversion from a wholesale service or group of wholesale services to an UNE or combination of UNEs without adversely affecting the service quality perceived by CLEC' end user customer.
- 12.3 * Except as agreed to by the Parties, AT&T Texas shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. Nothing in this Section 12.3 prohibits AT&T Texas from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC' termination of existing long-term contract(s) under which CLEC is obtaining a discount. AT&T Texas may charge applicable record change charges.
- 12.3.1 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T Texas will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 12.4 This Section 12.3 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Appendix.
- 12.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, CLEC shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), AT&T Texas may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, thirty (30) days after written notice to CLEC with an explanation of what criteria CLEC failed to meet on such circuits.
- 12.5.1 This Section 12.5 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an AT&T Texas service.
- 12.5.2 AT&T Texas may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 12.6 In requesting a conversion of a AT&T Texas service, CLEC must follow the guidelines and ordering requirements provided by AT&T Texas that are applicable to converting the particular AT&T Texas service sought to be converted.
- 12.7 Nothing contained in this Amendment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T Texas' ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.
- 12.8 Intentionally left blank
- 12.9 Intentionally left blank
- 12.10 Effective Date of Conversion Requests and Timing of Billing Changes.
- 12.10.1 In requesting a conversion of a AT&T Texas service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by AT&T Texas that are applicable to converting the particular AT&T Texas service sought to be converted. AT&T Texas shall begin billing CLEC at the price applicable to the converted service arrangement (e.g. Section 251(c)(3) UNE pricing, if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to CLEC' submission

of a complete and accurate LSR or ASR requesting the conversion. CLEC is responsible for payment.

13. ROUTINE NETWORK MODIFICATIONS

13.1 AT&T Texas shall make all routine network modifications to unbundled loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. AT&T shall perform routine network modifications to unbundled loop and transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of CLEC.

13.1.1 A routine network modification is an activity that AT&T Texas regularly undertakes for its own customers. Routine network modifications include, but are not limited to: rearranging or splicing of existing in-place cable; adding an equipment case, a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T Texas ordinarily attaches to a DS1 loop or dedicated transport to activate such loop or transport for customers under the same conditions and in the same manner that AT&T Texas does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop or transport facility, or the installation of new aerial or buried cable for CLEC, splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present, securing permits or rights-of-way, constructing and/or placing new manholes or conduits, installing new terminals, removing or reconfiguring packetized transmission facility, or the provision of electronics for the purpose of lighting Dark Fiber Transport (i.e., optronics) and AT&T Texas is not obligated to perform those activities for CLEC.

13.1.2 AT&T Texas shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T Texas' customers.

13.1.3 As to loops: This Amendment does not require AT&T Texas to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent AT&T Texas has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Amendment prohibit AT&T Texas from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided AT&T Texas first complies with the FCC's network disclosure rules.

13.1.4 Loop or Transport: Notwithstanding anything to the contrary herein, AT&T Texas' obligations with respect to routine network modifications apply only where the loop or transport transmission facilities are subject to unbundling or and, as to access to the TDM capabilities of AT&T Texas' hybrid loops, only with respect to any existing capabilities of AT&T Texas' hybrid loops. AT&T Texas has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

13.1.5 * The decision as to whether AT&T Texas may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.

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15. TRO REMAND DECLASSIFIED ELEMENTS (HIGH-CAPACITY LOOP AND TRANSPORT)

15.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new high-capacity loop and dedicated transport elements unbundled under Section 251, either alone or in combination:

- (i) Dark Fiber Loops;
- (ii) DS1/DS3 Loops in excess of the caps or to any Building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;
- (iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or
- (iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

15.2 The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

15.3 Accordingly, pursuant to Rules 51.319(a) and (e), although AT&T Texas shall continue to provide CLEC' embedded base of the Affected Loop-Transport Element(s) (i.e., only Affected Loop-Transport Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), plus 15%. CLEC shall be fully liable to AT&T Texas to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

15.4 *AT&T Texas' transitional provision of embedded base Affected Loop-Transport Element(s) under this Section shall be on an "as is" basis. CLEC shall have until March 11, 2006, to complete the transition of its embedded base of the DS1 and DS3 Loop-Transport Elements. CLEC may transition from these DS1 and DS3 Affected Loop-Transport Elements to other wholesale facilities, including (i) special access, (ii) wholesale facilities obtained from other carriers or (iii) self-provisioned facilities. For Dark Fiber Affected Loop-Transport Element, CLEC will remove all CLEC services from such Dark Fiber Affected Loop-Transport Element and return the facilities to AT&T Texas by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Loop-Transport Element (September 11, 2006). Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe.

15.4.1 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the DS1 and DS3 Affected Loop-Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall (a) disconnect such loop(s)/transport, (b) re-price such loops/transport to an analogous access price, or (c) shall convert such loop(s)/transport to an analogous access service, if available. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates or resale). Conversion of loops/transport shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC' customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1 and/or DS3 Affected Loop-Transport Elements, any services or products provided by AT&T in conjunction with such Loops/Transport (e.g. Cross-Connects) shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects obtained under AT&T's physical collocation tariff shall not be re-priced to access rates. AT&T Texas shall not impose any untariffed termination, reconnect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Affected Loop-Transport Element.

- 15.4.2 The Parties agree to work together to develop a mutually agreeable conversion process that includes agreement on the conversion request formats and associated systems, as well as an agreement on what additional information is needed from AT&T Texas to enable CLEC to identify the loop and transport Network Elements that need to be converted. In order to facilitate the timely transition of Affected Loop-Transport Element, upon CLEC request, the parties shall meet and confer, no later than three (3) weeks from the effective date of this Amendment, regarding the development of a project approach to disconnection and/or conversion, as applicable.
- 15.4.3 Paragraph 15.1 through 15.4.2 above apply and are operative regardless of whether CLEC is requesting the Affected Loop-Transport Elements under this Amended Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in this Amended Agreement or not.

16. LOOPS

- 16.1 Dark Fiber Loops. Except as required under Section 15 of this Amendment AT&T Texas is not required to provide unbundled access to Dark Fiber Loops.

- 16.2 * DS1 Loops and Declassification.

Subject to the cap described in Section 16.2.1, AT&T Texas shall provide CLEC with access to a DS1 251(c)(3) UNE Digital Loop, where available, to any Building served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any Buildings served by that wire center, and DS1 Digital Loops in that wire center, or any Buildings served by that wire center, shall be Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Digital Loops in such wire center(s), or any Buildings served by such wire center(s).

16.2.1 Cap on unbundled DS1 loop circuits. CLEC may obtain a maximum of ten unbundled DS1 loops to any single Building in which DS1 loops are available as unbundled loops.

- 16.3 * DS3 Loops and Declassification

Subject to the cap described in Section 16.3.1, AT&T Texas shall provide CLEC with access to a DS3 251(c)(3) UNE Digital Loop, where available, to any Building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any Buildings served by that wire center, and DS3 Digital Loops in that wire center, or any Buildings served by that wire center, shall be Declassified, and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Digital loops in such wire center(s), or any Building served by such wire center(s).

16.3.1 Cap on unbundled DS3 loop circuit. CLEC may obtain a maximum of a single unbundled DS3 loop to any single Building in which DS3 loops are available as unbundled loops.

- 16.4 Nothing in the loop definitions provided above is intended to limit CLEC from using UNE DSL loops to transmit signals in the ranges as specified in the Agreement, AT&T Texas agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Appendix DSL and the general terms and conditions applicable to UNEs.

- 16.5 * Effect on Embedded Base

Upon declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as 251(c)(3) UNEs under this Agreement AT&T Texas will provide written notice to CLEC of such declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of the later of March 11, 2006 or sixty (60) days from the date of such notice, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as declassified. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T Texas

requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T Texas shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T Texas and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T Texas have failed to reach agreement as to a substitute service within the later of March 11, 2006 or such sixty (60) day period, then AT&T Texas may disconnect the subject UNE(s) or combination of UNEs.

16.5.1 * Where such UNE(s) or combination of UNEs are converted to an analogous access service, AT&T Texas shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of AT&T Texas' applicable access tariff, with the effective bill date being the first day following the sixty (60) day notice period. AT&T Texas shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements. This record change charge is not intended to cover situations where network rearrangements are required; it is only intended to address those instances where there are no physical rearrangements of the network and the changes required are accomplished via modifications to AT&T Texas' billing and provisioning systems only.

16.5.2 * The Parties agree to defer the issues relating to Wire Center designations and Declassification for DS1/DS3 UNE Loop to the separate proceeding in Docket 31303.

CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of the embedded customer base, satisfies the availability criteria set forth in Section 16.2.1 and 16.3.1 above prior to submitting its order to AT&T. AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are declassified. For situations where AT&T's posted list does not identify a wire center(s) relevant to CLEC' order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify that based on that reasonable inquiry it is CLEC' reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 16.2.1 and 16.3.1 as to the particular UNE(s) sought. AT&T shall provision the requested DS1 or DS3 loop in accordance with CLEC' order and within AT&T's standard ordering interval applicable to such loops. AT&T shall have the right to contest such orders, and CLEC' ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within thirty (30) days of AT&T's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by CLEC for the affected Loop shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within thirty (30) days of such determination. If CLEC does not transition the Loop within the thirty (30) day period, then AT&T Texas, may disconnect the loop or convert it to an analogous service.

16.5.2.1 The Parties agree to defer the issues of CLEC' self-certification for DS1/DS3 High-Capacity Loops to the separate proceeding in Docket 31303.

CLEC can send a letter to AT&T Texas claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T Texas. If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), then CLEC shall not request DS1/DS3 High-Capacity Loop arrangements declassified by the non-impairment status of the wire center in such wire center.

- 16.5.3 * Products provided by AT&T Texas in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such Loops are declassified, where such loops are declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by AT&T Texas, in which case such cross-connects will be priced at TELRIC.
- 16.6 The Parties agree that activity by AT&T Texas under this Section 16 shall not be subject to the Network Disclosure Rules

17. DEDICATED TRANSPORT

- 17.1 * Dedicated Transport includes AT&T Texas transmission facilities between wire centers or switches owned by AT&T Texas, or between wire centers or switches owned by AT&T Texas and switches owned by requesting telecommunications carriers, including, but not limited to DS1, DS3, as well as Dark Fiber, transmission facilities dedicated to a particular customer or carrier.
- 17.1.1 For purposes of FCC Rule 51.319(e)(1) through (e)(5), a route is a transmission path between one of AT&T Texas' wire centers or switches and another of AT&T Texas' wire centers or switches within a LATA. A route between two points (e.g., AT&T Texas wire center or AT&T Texas switch "A" and AT&T Texas wire center or AT&T Texas switch "Z") may pass through one or more intermediate AT&T Texas wire centers or switches (e.g., AT&T Texas Wire Center or switch "X"). Transmission paths between identical end points (e.g., AT&T Texas wire center or switch "A" and AT&T Texas wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate AT&T Texas wire centers or switches, if any.
- 17.2 Transport Between AT&T Texas Switches and AT&T Texas Switching Equipment Located in Non-AT&T Texas Premises. To the extent that AT&T Texas has local switching equipment located in non-AT&T Texas premises, the transmission path from this point back to AT&T Texas' wire center shall be unbundled as dedicated transport between AT&T Texas' switches. For purposes of this Section 17.2.1, "switching equipment located in non-AT&T Texas premises" means AT&T Texas switching equipment with line-side functionality that terminates loops and includes only AT&T Texas switching equipment at the premises of a competitive LEC or any other entity not affiliated with AT&T Texas, regardless of whether AT&T Texas has a cage located at such premises. Such premises include, but are not limited to, collocation hotels. Notwithstanding anything herein to the contrary, nothing herein shall be construed so as to require AT&T Texas to install or maintain any switching equipment located in non-AT&T Texas premises or the facilities connecting such equipment back to AT&T Texas' wire center.
- 17.3 251(c)(3) UNE Dedicated Dark Fiber Transport
- 17.3.1 * In AT&T Texas, 251(c)(3) UNE Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T Texas' network. 251(c)(3) UNE Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.
- 17.3.1.1 * AT&T Texas shall provide CLEC with 251(c)(3) UNE Dedicated Transport Dark Fiber between any pair of AT&T Texas wire centers except on routes where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers, and as set forth in Section 19.1 below. As such, AT&T Texas must provide 251(c)(3) UNE Dedicated Transport Dark Fiber only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering 251(c)(3) UNE Dedicated Transport Dark Fiber on such route(s).
- 17.3.2 * Effect on Embedded Base
- Upon declassification of 251(c)(3) UNE Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, AT&T Texas will provide written notice to CLEC

of such declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided.

17.3.2.1 Declassification Under Docket No. 31303

For that UNE Dedicated Dark Fiber Transport declassified due to Docket No. 31303, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement until September 11, 2006 (the initial transition period). On September 11, 2006, the provisioning of these affected dedicated transport dark fiber arrangements to CLEC will be terminated without further obligation of AT&T Texas. Upon receipt of written declassification notice, CLEC will cease ordering new elements that are identified as declassified.

17.3.2.2 Subsequent Declassification

For any UNE Dedicated Dark Fiber Transport declassified after the effective date of this amendment, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement until eight (8) months from the date of written declassification notice. At the end of those eight months, the provisioning of these affected dedicated transport dark fiber arrangements to CLEC will be terminated without further obligation of AT&T Texas. Upon receipt of written declassification notice, CLEC will cease ordering new elements that are identified as declassified.

17.3.3 Products provided by AT&T Texas in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is declassified.

17.3.4 The Parties agree that activity by AT&T Texas under this Section 17.3. shall not be subject to the Network Disclosure Rules.

17.3.5 *The Parties agree to defer the issues relating to Wire Center designations and Declassification for Dark Fiber UNE Dedicated Transport to the separate proceeding in Docket 31303.

CLEC shall undertake a reasonably diligent inquiry to determine whether an order for 251(c)(3) Dark Fiber Transport circuit satisfies the availability criteria set forth in Section 17.3 above prior to submitting its order to AT&T Texas. CLEC shall self-certify by notifying AT&T Texas in accordance with Section 17.3.5.1 and identifying the wire center(s) for which it is self-certifying, that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 17.3 as applicable, to the particular UNE(s) sought. AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers tier classification. Upon CLEC's self-certification, AT&T shall provision the requested Dark Fiber Transport circuit in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such circuits. AT&T shall have the right to contest such orders, and CLEC's ability to obtain a requested Dark Fiber Transport only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within thirty (30) days of AT&T's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned Dark Fiber Transport, the rates paid by CLEC for the affected transport shall be subject to true-up and the provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation within thirty (30) days of such determination.

17.3.5.1 * The Parties agree to defer the issues of CLEC's self-certification for Dark Fiber Dedicated Transport to the separate proceeding in Docket 31303.

CLEC can send a letter to AT&T Texas claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T Texas. If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(e)(3)(iv), then CLEC shall not

request Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

17.4 * 251(c)(3) UNE Dedicated DS1 Transport and Declassification

Subject to the caps described in Section 17.4.1, AT&T Texas shall provide CLEC with access to UNE DS1 Dedicated Transport on routes except where both Wire Centers defining the route are a Tier 1 Wire Center. As such, AT&T Texas must provide UNE DS1 Transport only if a Wire Center at either end of a requested route is not a Tier 1 wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Dedicated Transport on such route(s). To the extent required by the Agreement, AT&T Texas will provide DS1 Dedicated Transport unbundled under Section 251 on all routes between AT&T Texas wire centers that are classified as Tier 2 and Tier 3 on one or both ends of the route (i.e., only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center).

17.4.1 Dedicated DS1 Transport Cap. CLEC may obtain a maximum of 10 DS1 Dedicated Transport circuits on each route for which AT&T Texas is required to provide DS1 Dedicated Transport under Section 251, and shall not request more than that maximum.

17.5 * 251(c)(3) UNE DS3 Dedicated Transport and Declassification.

Subject to the cap described in Section 17.5.1, AT&T Texas shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T Texas must provide UNE DS3 Dedicated Transport only if a Wire Center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS3 Dedicated Transport on such route(s). To the extent required by the Agreement, AT&T Texas will provide UNE DS3 Dedicated Transport unbundled under Section 251 on all routes between AT&T Texas wire centers that are classified as Tier 3 on one or both ends of the route.

17.5.1 Dedicated DS3 Transport Cap. CLEC may obtain a maximum of 12 unbundled DS3 Dedicated Transport circuits on each route for which AT&T Texas is required to provide DS3 Dedicated Transport under Section 251, and shall not request more than that maximum.

17.5.2 Except as provided otherwise in this section, AT&T Texas is obligated to provide CLEC with unbundled access to Dedicated Transport consistent with the terms of the Agreement.

17.5.3 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Amendment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

17.5.4 Notwithstanding Section 17.5.3, AT&T Texas is required to provide access to facilities that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

17.6 * Effect on Embedded Base

Upon declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, AT&T Texas will provide written notice to CLEC of such declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of the later of March 11, 2006 or sixty (60)

days from the date of such notice, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as declassified. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T Texas requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T Texas shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T Texas and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, and if CLEC and AT&T Texas have failed to reach agreement as to a substitute service within the later of March 11, 2006 or such sixty (60) day period, then AT&T Texas may disconnect the subject UNE(s) or combination of UNEs.

17.6.1 * Where such UNE(s) or combination of UNEs are converted to an analogous access service, AT&T Texas shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of AT&T Texas' applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. AT&T Texas shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements.

17.6.2 * Products provided by AT&T Texas in conjunction with declassified UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section except in those situations where a cross connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by AT&T Texas, in which case such cross-connects will be priced at TELRIC prices.

17.7 The Parties agree that activity by AT&T Texas under this Section 17 shall not be subject to the Network Disclosure Rules.

17.8 *The Parties agree to defer the issues relating to wire center designations and Declassifications for DS1 and/or DS3 UNE Dedicated Transport to the separate proceeding in Docket 31303.

CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 17.4 and 17.5 above prior to submitting its order to AT&T Texas. CLEC shall self-certify by notifying AT&T Texas in accordance with Section 17.8.1 and identifying the wire center(s) for which it is self-certifying, that based on that reasonable inquiry it is CLEC' reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 17.4 and 17.5, as applicable, to the particular UNE(s) sought. AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers tier classification. Upon CLEC' self-certification, AT&T Texas shall provision the requested DS1 or DS3 transport circuit in accordance with CLEC' order and within AT&T Texas' standard ordering interval applicable to such circuits. AT&T Texas shall have the right to contest such orders, and CLEC' ability to obtain a requested DS1 or DS3 UNE Dedicated Transport only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within thirty (30) days of AT&T Texas' written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Dedicated Transport, the rates paid by CLEC for the affected Transport shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Transport to an alternative service/facility within thirty (30) days of such determination. If CLEC does not transition the Transport within the thirty (30) day period, then AT&T Texas, without further notice or liability, may disconnect the Transport.

17.8.1 * The Parties agree to defer the issues of CLEC' self-certification for DS1 or DS3 UNE Dedicated Transport to the separate proceeding in Docket 31303.

CLEC can send a letter to AT&T Texas claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T Texas. If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding, that a

wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(e)(3)(ii) and Rule 51.319(e)(3)(iii), then CLEC shall not request DS1/DS3 Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

18. SWITCHING AND UNE-P TRO REMAND-DECLASSIFIED ELEMENTS (MASS MARKET UNBUNDLED LOCAL SWITCHING AND UNE-P)

18.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251. Accordingly, pursuant to Rule 51.319(d)(2)(iii), although AT&T Texas shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of customers (i.e., only Mass Market ULS or Mass Market UNE-P ordered by CLEC before March 11, 2005), the price for such Mass Market ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS and UNE-P, plus one dollar. For purposes of this Paragraph, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) CLEC shall be fully liable to AT&T Texas to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

18.1.1 To the extent that the aggregate combination of loops, shared transport and switching (i.e. UNE-P) are either raised or lowered, AT&T Texas may adopt either all or none of these UNE platform rate changes.

18.2 AT&T Texas shall continue to provide access to CLEC' embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

- (i) CLEC' disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
- (ii) CLEC' transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
- (iii) March 11, 2006.

AT&T Texas' transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 18.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T Texas may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P. To the extent there is CLEC embedded base Mass Market ULS or UNE-P in place on or after March 11, 2006, AT&T Texas without further notice or liability will reprice such arrangement to market-based rates. In addition, any performance measure and remedies in this Amended Agreement will not apply.

18.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Amendment, and subject to this Section 18.2, and subject to the conditions set forth in Section 18.2.1.1 below, AT&T Texas shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

18.2.1.1 The Amended Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

18.2.1.2 To the extent already permitted by the Agreement, CLEC shall be entitled to initiate feature change orders, record orders, and disconnect orders on embedded base Mass Market UNE-P/ULS, as well as orders to reconfigure embedded base Mass Market UNE-Ps to a UNE line splitting arrangement to serve the same end user and vice versa.

- 18.3 CLEC will complete the transition of its embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e. by March 11, 2006).
- 18.4 Paragraphs 18.1 through 18.3 above, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

19. WIRE CENTER TIERS

- 19.1 * Wire Center "Tiers": The Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.

- (A) Tier 1 wire centers are those AT&T wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those AT&T tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (B) Tier 2 wire centers are those AT&T wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (C) Tier 3 wire centers are those AT&T wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

20. The Parties acknowledge and agree that this Amendment incorporates certain provisions, specifically Sections 2.3, 2.22, 3.3.4, 4(ii), 4(iv), 10.0, 10.5, 11.2.3, 11.2.4(c), 11.2.8, 11.2.8.1, 11.2.8.4, 12.3, 13.1.5, 15.4, 16.2, 16.3, 16.4, 16.4.1, 16.4.2, 16.4.3, 17.1, 17.3.1, 17.3.1.1, 17.3.2, 17.4, 17.5, 17.6, 17.6.1, 17.6.3 and 19.1 as set forth above and each noted with asterisk, ("the Non-Voluntary Terms") into the Agreement that were ordered by the Texas Public Utility Commission's Decision in Docket No. 28821 ("Decision") and are being incorporated herein a result of such Decision. In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decision or otherwise affects such Non-Voluntary Terms, either Party may invoke the terms of the Change of Law provision in the Amended Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Decision and constitute arbitration results, the Non-Voluntary and legitimately related Terms do not qualify for portability into Illinois under 220 ILCS 5/13-801(b), Condition 27 of the SBC /Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555, or any other state or federal statute, regulation, order or legal obligation.

EXHIBIT A

The types of Commingled Arrangements which AT&T TEXAS is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T TEXAS Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux
- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux
- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T TEXAS
AND
BULLSEYE TELECOM, INC.**

This Amendment (the "Amendment") by and between BullsEye Telecom, Inc. ("CARRIER") and Southwestern Bell Telephone Company d/b/a AT&T Texas ("ILEC"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated September 11, 2002 (Interconnection Agreement).

WHEREAS, the Parties wish to amend the Interconnection Agreement in accordance with 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).

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1.0 Scope of Amendment

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Texas (the "Offer") to exchange traffic on and after June 1, 2003 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).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Compensation Rate Schedule
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.3.
 - 2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-bound Traffic Rebuttable Presumption

2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic and the rates set forth in Section 2.2.2 for ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone to Phone IP Telephony Services are exempt from Access Charges, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Section 5 Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:

5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 9, 2008 until January 9, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CARRIER, by AT&T Texas pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

5.0 The Parties acknowledge and agree that AT&T Texas shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

6.0 This Amendment is coterminous with the underlying Interconnection Agreement.

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

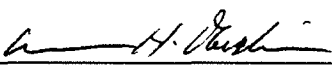
8.0 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or

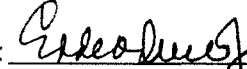
"Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

- 9.0 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 10.0 This Amendment shall be filed with and is subject to approval by the Public Utility Commission of Texas and shall become effective ten (10) days following approval by such Commission.

BullsEye Telecom, Inc.

**Southwestern Bell Telephone Company d/b/a AT&T
Texas by AT&T Operations Inc., its authorized agent**

Signature: 

Signature: 

Name: WILLIAM H. OBERLIN
(Print or Type)

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: CEO
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5/27/08

Date: 6-5-08

SWITCH-BASED OCN # 8180

UNE OCN # 8180

RESALE OCN # 9919

ACNA BUL

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO
BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN
BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

**BULLSEYE TELECOM, INC.
BULLSEYE TELECOM OF NEVADA, LLC**



Signature: eSigned - William H. OberlinSignature: eSigned - Kristen E. ShoreName: eSigned - William H. Oberlin
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: CEO
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 30 Nov 2016Date: 30 Nov 2016**BullsEye Telecom, Inc. BullsEye Telecom of Nevada, LLC**

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

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	9919	113B	113B
ARKANSAS	9919	061D	061D
CALIFORNIA	9919	069A	069A
FLORIDA	9919	035A	---
GEORGIA	9919	036A	---
ILLINOIS	9919	---	5481
INDIANA	9919	3131	3131
KANSAS	9919	263A	263A
KENTUCKY	9919	114B	114B
LOUISIANA	9919	663C	663C
MICHIGAN	9919	0887	0887
MISSISSIPPI	9919	359B	---
MISSOURI	9919	---	677A
NEVADA	9919	358B	358B

NORTH CAROLINA	9919	449A	---
OHIO	9919	---	5503
OKLAHOMA	9919	679A	679A
SOUTH CAROLINA	9919	522B	---
TENNESSEE	9919	634B	---
TEXAS	9919	8180	8180
WISCONSIN	9919	---	5474

Description	ACNA Code(s)
ACNA(s)	BUL

**AMENDMENT TO THE AGREEMENT
BETWEEN
BULLSEYE TELECOM, INC.; BULLSEYE TELECOM OF NEVADA, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

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

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

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

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

WHEREAS, AT&T ILLINOIS, INDIANA, MICHIGAN, OHIO AND WISCONSIN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"), and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes, and

WHEREAS, the Parties desire to add rates and provisions related to Transit Traffic Services and to modify certain provisions related to Customer Information Services.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Listing of Agreements, Exhibit B - AT&T Transit Traffic Service Attachment, Exhibit C – Customer Information Services, and Exhibit D - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

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

4. Forbearance

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

5. Transit Traffic Services (Arkansas Only)

- 5.1. For the state of Arkansas add Attachment – Transit Traffic Service, attached hereto, as Exhibit B and rates reflected in the Pricing Sheet(s), attached hereto as Exhibit D, to the Agreement. The rates and provisions of Exhibit B and D shall apply to Transit Traffic Service provided in the State of Arkansas.

6. Customer Information Services (CIS)

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

- 6.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit C; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.

6.3. Add the following provisions to the Attachment or Appendix for Resale

- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example,

calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

7. **Midwest Region Performance Measures and Remedies Plan (applicable in the states of Illinois, Indiana, Michigan, Ohio and Wisconsin):**

7.1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.

8. The Parties agree to replace Section N from the Agreement with the following language:

N. NOTICES

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dave Bailey VP of Marketing and Strategic Development
STREET ADDRESS	25925 Telegraph Road, Suite 210
CITY, STATE, ZIP CODE	Southfield, MI 48033
PHONE NUMBER*	248-784-2500
FACSIMILE NUMBER	248-781-2501
EMAIL ADDRESS	regulatory@bullseyetelecom.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on

AT&T's CLEC Online website

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

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
9. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
10. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
11. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
12. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
13. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

14. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
15. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	BullsEye Telecom, Inc.	Interconnection	7/10/07
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	BullsEye Telecom, Inc.	Interconnection	6/8/10
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	BullsEye Telecom, Inc.	Interconnection	9/20/07
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	BullsEye Telecom, Inc.	Interconnection	3/23/04
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	BullsEye Telecom, Inc.	Interconnection	6/24/04
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	BullsEye Telecom, Inc.	Interconnection	5/4/10
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	BullsEye Telecom, Inc.	Interconnection	5/18/10
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	BullsEye Telecom, Inc.	Interconnection	3/24/10
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	BullsEye Telecom, Inc.	Interconnection	6/21/10
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	BullsEye Telecom, Inc.	Interconnection	3/13/02

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BullsEye Telecom, Inc.	Interconnection	3/27/02
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BullsEye Telecom, Inc.	Interconnection	3/29/02
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	BullsEye Telecom of Nevada, Inc.	Interconnection	3/4/05
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BullsEye Telecom, Inc.	Interconnection	12/17/02
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	BullsEye Telecom, Inc.	Interconnection	4/3/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BullsEye Telecom, Inc.	Interconnection	1/6/03
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	BullsEye Telecom, Inc.	Interconnection	12/10/02
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BullsEye Telecom, Inc.	Interconnection	3/9/05
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BullsEye Telecom, Inc.	Interconnection	11/13/02
The Ohio Bell Telephone Company d/b/a AT&T OHIO	BullsEye Telecom, Inc.	Interconnection	4/30/02
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	BullsEye Telecom, Inc.	Interconnection	3/28/02

AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT B

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1.0 Introduction

- 1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider ("AT&T-TSP") for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

2.0 Definitions

- The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.
- 2.1 "AT&T Transit Service Provider" or "AT&T-TSP" means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.
- 2.2 "Local" means 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 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.
- 2.3 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.
- 2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network using AT&T-TSP's Transit Traffic Service.
- 2.6 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.
- 2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.
- 2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP's Tandem.

3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

4.0 CLEC Originated Traffic

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for

Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- 5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.
- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch subtends.
- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit

Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

- 6.4 In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.
- 6.5 In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements.

- 7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,
- 8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.
- 8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only
- 8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.
- 8.3 AT&T MISSOURI only
- 8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.
- 8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only
- 8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.
- 8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

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

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1.0 **INTRODUCTION**

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

1.2 OS/DA:

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

1.2.1.1 CLEC's own physical Switches; or

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

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

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

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

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

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

1.3 Listings:

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

2.0 **DEFINITIONS**

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

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

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

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

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

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

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

3.1 Dialing Parity:

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

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC - to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

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

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

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

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

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

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

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 **LISTINGS**

4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

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

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.8 Breach of Contract:
 - 4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.9 General Conditions for Listings:
 - 4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
 - 4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

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

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
 - 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

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

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

Pricing Sheet
Exhibit D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2015 – 6/30/2016)		ZZUR2		\$ 0 00129567	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		\$0 0007	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2017)		ZZUR2		\$0 00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		\$0 000700	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		\$0 000000	NA	NA	MOU
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZU03		\$0 40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZU04		\$0 40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per cal		ZZU07		\$0 15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per cal		ZZU05		\$0 65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZU06		\$0 65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per cal		ZZU08		\$0 65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZU08		\$0 65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZU09		\$0 65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800 00	\$1,800 00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per cal		ZZUCB		\$0 03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000 00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500 00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0 0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0 0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub				\$2 10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZU01		\$0 15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZU02		\$0 03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800 00	\$1,800 00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0 03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000 00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500 00	NA	per state, per OCN

INTERCONNECTION AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO
BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN
BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

BULLSEYE TELECOM, INC.



Signature: eSigned - Thomas F. Tisko

Signature: eSigned - William Bockelman

Name: eSigned - Thomas F. Tisko
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: CEO
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 20 Dec 2019

Date: 27 Dec 2019

BullsEye Telecom, Inc.

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
CLEC
AND
AT&T**

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

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, BullsEye Telecom of Nevada, LLC has changed its name in the State of Nevada to "BullsEye Telecom, Inc", and wishes to reflect that name change as set forth herein.

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit B to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
7. The Agreement is hereby amended to reflect the name change from "BullsEye Telecom of Nevada, LLC" to "BullsEye Telecom, Inc" in the State of Nevada.
8. AT&T shall reflect that name change from "BullsEye Telecom of Nevada, LLC" to "BullsEye Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to BullsEye. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, BullsEye affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by BullsEye with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
9. Once this Amendment is effective, BullsEye shall operate with AT&T under the "BullsEye Telecom, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under BullsEye, and labeling (including re-labeling) equipment and facilities with BullsEye. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing

authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
13. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
14. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

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

2.0 GENERAL PROVISIONS

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

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

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

3.0 PRICING AND DISCOUNTS

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

4.0 RESPONSIBILITIES OF PARTIES

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

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

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

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

6.0 ANCILLARY SERVICES

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

7.0 SUSPENSION OF SERVICE

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

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Bullseye Telecom, Inc.	Interconnection	7/10/07
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	BullsEye Telecom, Inc.	Interconnection	4/3/06
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BullsEye Telecom, Inc.	Interconnection	12/17/02
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Bullseye Telecom, Inc.	Interconnection	6/8/10
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Bullseye Telecom, Inc.	Interconnection	9/20/07
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	BullsEye Telecom, Inc.	Interconnection	3/13/02
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BullsEye Telecom, Inc.	Interconnection	3/27/02
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BullsEye Telecom, Inc.	Interconnection	1/6/03
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Bullseye Telecom, Inc.	Interconnection	3/23/04
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Bullseye Telecom, Inc.	Interconnection	6/24/04
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BullsEye Telecom, Inc.	Interconnection	3/29/02
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Bullseye Telecom, Inc.	Interconnection	12/10/02

BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	BullsEye Telecom, Inc.	Interconnection	5/4/10
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	BullsEye Telecom, Inc.	Interconnection	3/4/05
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	BullsEye Telecom, Inc.	Interconnection	5/18/10
The Ohio Bell Telephone Company d/b/a AT&T Ohio	BullsEye Telecom, Inc.	Interconnection	4/30/02
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BullsEye Telecom, Inc.	Interconnection	3/9/05
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Bullseye Telecom, Inc.	Interconnection	3/24/10
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Bullseye Telecom, Inc.	Interconnection	6/21/10
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BullsEye Telecom, Inc.	Interconnection	11/13/02
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	BullsEye Telecom, Inc.	Interconnection	3/28/02

Exhibit B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

Exhibit B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	

Exhibit B

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	