

# **ATTACHMENT 04 - LOCAL NUMBER PORTABILITY AND NUMBERING**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 DEFINITIONS .....	3
2.0 NUMBERING .....	3
3.0 LOCAL NUMBER PORTABILITY (LNP).....	3

**1.0 Definitions**

- 1.1 "Service Provider Number Portability (SPNP) Data Base Query" means a query to an LNP database for a Local Routing Number (LRN).

**2.0 Numbering**

- 2.1 Each Party is responsible for administering its assigned NXX code(s).
- 2.2 The Parties agree to maintain the original rate center designation of all numbers.
- 2.3 Prior to providing local service in an AT&T-21STATE Local Exchange Area, Crown Castle Fiber LLC shall obtain a separate numbering resource (NXX or NXX-X) for each AT&T-21STATE Rate Center to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability).
- 2.4 Where either Party has activated an entire NXX or NXX-X for a single End User, and such End User chooses to receive service from the other Party, the Parties will follow the guidelines of the Alliance for Telecommunications Industry Solutions (ATIS) "Thousands-Block (NPA-NXX-X) & Central Office Code (NPA-NXX) Administration Guidelines (TBCOCAG)" to reassign the central office code or thousands block to the other Party. The Parties agree that ATIS may, from time-to-time, revise its document and the Parties agree to use the most current version of the TBCOCAG. Reassignment of a Central Office Code or Thousands-Block will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times for movements of NXXs from one switch to another. The Parties shall not charge each other to recover costs associated with reassigning a Central Office Code or a Thousands-Block.

**3.0 Local Number Portability (LNP)**

- 3.1 Requirements for LNP:
- 3.1.1 The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.
- 3.1.2 Telephone numbers assigned to mass calling events shall be handled in compliance with the industry's non-LRN recommendation (NANC's High Volume Call-in Network dated February 18, 1998). The Parties agree that if any of these guidelines change, the Parties will use commercially reasonable efforts to comply with such changes.
- 3.1.3 Each Party shall be an End User's service provider for all of the End User's Telecommunications-related services and features, including but not limited to, industry notifications, Directory Listings, E911, Line Information Database (LIDB), and Operator Services), once the End User's telephone number has been ported to that Party's network.
- 3.1.4 Should Crown Castle Fiber LLC purchase and/or access the SPNP Database Query service from AT&T-21STATE, the Parties agree the purchase and/or access will be pursuant to the applicable AT&T-21STATE tariff or Guidebook and nothing in this Attachment addresses such service.
- 3.1.5 Unless a separate agreement is negotiated by the Parties, neither Party can order Directory Listings with LNP.
- 3.1.6 If a Party queries an LNP database, that Party will change the Forward Call Identifier (FCI) field's entry from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.
- 3.1.7 Where technically feasible, the Parties shall populate the Jurisdiction Information Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.
- 3.1.8 The Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

### 3.2 Limitations of Service for LNP:

#### 3.2.1 Telephone numbers of the following types shall not be ported:

- 3.2.1.1 AT&T-21STATE Official Communications Services (OCS) numbers;
- 3.2.1.2 555, 950, 956, 976 and 900 numbers;
- 3.2.1.3 N11 codes (e.g., 411 and 911); and
- 3.2.1.4 Disconnected or unassigned numbers.

### 3.3 Ordering for LNP:

- 3.3.1 Porting of numbers from NXXs marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via LSRs based on Ordering and Billing Forum (OBF) guidelines and in accordance with the provisions of each Party's terms and conditions for access and use of the other Party's Operations Support Systems. The terms and conditions for access to each Party's OSS are in Attachment 7 Operations Support Systems of this Agreement.
- 3.3.2 The Parties may use a project management approach for the implementation of LSRs with 51 or more porting telephone numbers or for ports that require additional porting processes, including but not limited to paging numbers and mass calling numbers, or as the Parties may mutually agree. With regard to such managed projects, the Parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

# **ATTACHMENT 05 – 911-E911**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction.....	3
2.0 Definitions.....	3
3.0 AT&T Responsibilities.....	4
4.0 CLEC Responsibilities.....	5
5.0 Diverse (i.e., separate) 911 facilities.....	5
6.0 Responsibilities of the Parties.....	6
7.0 Methods and Practices.....	7
8.0 Contingency.....	7
9.0 Basis of Compensation.....	8

## 1.0 **Introduction**

- 1.1 This Attachment sets forth terms and conditions by which AT&T-21STATE will provide CLEC with access to AT&T-21STATE's 911 and E911 Databases as required by Section 251 of the Act, and where AT&T-21STATE is the designated E911 network provider will provide Interconnection and Call Routing for purposes of 911 Call completion to a Public Safety Answering Point (PSAP).
- 1.2 The Parties acknowledge and agree that AT&T-21STATE can only provide E911 Service in a territory where AT&T-21STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T-21STATE's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.
- 1.3 For CLEC's own switches, AT&T-21STATE shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry 911 Calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

## 2.0 **Definitions**

- 2.1 "911" means a service that uses a universal telephone number to provide the public with access to the PSAP by dialing the digits 9-1-1 whereby the service collects 911 calls from one or more local exchange switches that serve a geographic area. Basic 911 only provides dispatcher response. E911 ("Enhanced 911") provides dispatcher response and uses a E911 database ("E911 Database") to provide a visual display of the telephone number, name associated with telephone number, and location information associated with the telephone number.
- 2.2 "911 System" means the set of network, database, and customer premise equipment (CPE) components required to provide 911 service.
- 2.3 "911 Call" means a call initiated by the dialing of the digits 9-1-1 by an end user.
- 2.4 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a 911 Call from CLEC's End Office to the E911 system.
- 2.5 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.6 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a 911 Call originates.
- 2.7 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.8 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store, and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.
- 2.9 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.
- 2.10 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the numbers 9-1-1. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a 911 Call via dedicated trunking facilities and includes ANI, ALI, and/or SR.
- 2.11 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.12 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of

Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

- 2.13 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards, and provide certification programs, legislative representation, and technical assistance for implementing and managing 911 systems.
- 2.14 "Pseudo Automatic Number Identification (pANI)" means a ten-(10-) digit number used to support routing of wireless and Voice over Internet Protocol (VoIP) 911 Calls.
- 2.15 "Public Safety Answering Point (PSAP)" means an answering location for 911 Calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive 911 Calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.16 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a 911 Call to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 Call was placed.

### **3.0 AT&T Responsibilities**

- 3.1 AT&T-21STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.
- 3.2 Call Routing:
  - 3.2.1 AT&T-21STATE will route 911 Calls from the AT&T-21STATE SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
  - 3.2.2 AT&T-21STATE will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, AT&T-21STATE will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking:
  - 3.3.1 AT&T-21STATE shall provide and maintain sufficient dedicated E911 Trunks from AT&T-21STATE's E911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
  - 3.3.2 AT&T-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates.
- 3.4 Database:
  - 3.4.1 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall provide CLEC access to the E911 Database to store CLEC's End User "911 records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 records and updating this information.
  - 3.4.2 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE shall coordinate access to the AT&T-21STATE DBMS for the initial loading and updating of CLEC End User 911 records.



- 3.4.3 Where AT&T-21STATE manages the E911 Database, AT&T-21STATE's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

#### **4.0 CLEC Responsibilities**

##### **4.1 Call Routing (for CLEC's own switches):**

- 4.1.1 CLEC will transport the appropriate 911 Calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR.
- 4.1.3 CLEC will deliver its 911 Calls to the AT&T 21-STATE E911 SR in a manner that such 911 Calls are not commingled with 911 Calls that do not use the same ANI technology. For example, if CLEC has 911 Calls that route based on ANI, CLEC will not allow such 911 Calls to be commingled with 911 Calls that route based on pANI and vice versa. CLEC's failure to ensure segregation of its 911 Calls as stated here may adversely affect the ability of AT&T-21STATE to deliver a 911 Call to the correct PSAP as well as AT&T-21STATE applying incorrect traffic controls to the different technology types.
- 4.1.4 CLEC agrees to indemnify, defend (including the payment of all attorneys' fees, costs, and expenses) and hold harmless (to the full extent of any judgement) AT&T-21STATE, its officers, managers, employees, and agents, from any claims or causes of action, including but not limited to any claims for personal injuries and/or death, arising from any failure of CLEC to deliver its 911 Calls to an AT&T 21-STATE E911 SR as provided herein.

##### **4.2 Facilities and Trunking (for CLEC's own switches):**

- 4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T-21STATE E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 Calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Calls for each default PSAP or default ESN to interconnect to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.
- 4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.
- 4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-21STATE E911 SR.

#### **5.0 Diverse (i.e., separate) 911 facilities**

- 5.1 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary

911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

- 5.1.1 CLEC shall order sufficient trunking to route CLEC's originating 911 Calls to the designated AT&T-21STATE E911 SR.
- 5.1.2 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T-21STATE E911 SR.
- 5.1.3 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.
- 5.1.4 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 Call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-21STATE.
- 5.1.5 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the AT&T-21STATE E911 SR(s). CLEC is responsible for advising AT&T-21STATE of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-21STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to CLEC if no defect is found in AT&T-21STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 5.1.6 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.
- 5.1.7 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

## 5.2 Database:

- 5.2.1 Once the 911 Interconnection between CLEC and all appropriate AT&T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 records to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis.
- 5.2.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
- 5.2.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 5.2.4 CLEC is responsible for providing AT&T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-21STATE 911 DBMS.

## 6.0 **Responsibilities of the Parties**

- 6.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 Calls from CLEC's POI to the designated AT&T-21STATE E911 SR(s).
  - 6.1.1 AT&T-21STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AT&T-21STATE E911 SR(s).
- 6.2 911 Surcharge Remittance to PSAP:
  - 6.2.1 For CLEC's own switch(es), the Parties agree that:
    - 6.2.1.1 AT&T-21STATE is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

- 6.2.1.2 AT&T-21STATE is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
- 6.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.
- 6.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:
  - 6.2.2.1 AT&T-12STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).
  - 6.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer.

## 7.0 **Methods and Practices**

- 7.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-21STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

## 8.0 **Contingency**

- 8.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases and providing interconnection and call routing for purposes of 911 Call completion to a PSAP as required by Section 251 of the Act.
- 8.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-21STATE and CLEC.
  - 8.2.1 In AT&T TEXAS only:
    - 8.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.
    - 8.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T TEXAS prior to use of CLEC's E911 connection for actual emergency 911 Calls.
    - 8.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 8.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 8.2 above.

## **9.0 Basis of Compensation**

- 9.1 Rates for access to 911 and E911 Databases, Interconnection, and call routing of 911 Call completion to a PSAP as may be required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T-21STATE Commission-approved access tariff.

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

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions .....	3
3.0 Operator Services (OS) / Directory Assistance (DA).....	4
4.0 Listings .....	7
5.0 General Conditions for Operator Services (OS), Directory Assistance (DA) .....	9
6.0 Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services .....	9

**1.0 INTRODUCTION**

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.
- 1.2 OS/DA:
- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
- 1.2.1.1 CLEC's own physical Switches; or
- 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
- 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
- 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 Listings:
- 1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

**2.0 DEFINITIONS**

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.
- 2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

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

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

#### 3.1 Dialing Parity:

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

#### 3.2 Response Parity:

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

#### 3.3 Requirements to Physically Interconnect:

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



3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

### 3.3.6 Specific OS/DA Trunk Groups and Their Requirements

#### 3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

#### 3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

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

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

### 3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

### 3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

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

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the

requested number is completed.

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

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

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

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

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

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

## 4.0 LISTINGS

### 4.1 General Provisions:

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

### 4.2 Responsibilities of the Parties:

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

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

#### 4.2.1.2 Listing Information Confidentiality:

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

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

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

#### 4.2.1.4 Additional Listings:

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

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.2.1 CLEC shall submit disconnect order(s) for all directory listings, when CLEC ceases to be the service provider for an end-user, i.e., when a telephone number is disconnected or ported away from CLEC. AT&T will continue to bill CLEC for directory listings, until CLEC issues disconnect orders to AT&T, when a telephone number is disconnected or ported away from CLEC. This section 4.2.2.1 applies to all situations in which a telephone number is disconnected or ported away from CLEC, including when the telephone number is ported away from CLEC to an AT&T ILEC, including when the AT&T ILEC is providing VOIP services. Further, this section 4.2.2.1 applies to all types of directory listings, i.e., non-listed, non-published, additional listing, foreign listing, etc.
- 4.2.3 White Page Directories:
- 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
- 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
- 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

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

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

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

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

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

# **ATTACHMENT 07 – OPERATIONS SUPPORT SYSTEMS**

## TABLE OF CONTENTS

<u>Section Number</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions .....	3
3.0 General Provisions .....	3
4.0 Pre-Ordering .....	5
5.0 Ordering .....	6
6.0 Provisioning .....	6
7.0 Maintenance/Repair .....	7
8.0 Billing .....	8
9.0 Data Connection Security Requirements .....	8
10.0 Miscellaneous .....	12
11.0 Service Bureau Provider Arrangements for Shared Access to OSS .....	12

**1.0 Introduction**

- 1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T-21STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).
- 1.2 Should AT&T-21STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-21STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

**2.0 Definitions**

- 2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-21STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

**3.0 General Provisions**

- 3.1 AT&T-21STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.
- 3.2 AT&T-21STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-21STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.
- 3.3 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.
- 3.4 AT&T-21STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.
- 3.5 CLEC shall advise AT&T-21STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.
- 3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-21STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-21STATE Regional OSS are specified on AT&T's CLEC Online website.
- 3.7 CLEC must access the AT&T-21STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.
- 3.8 Prior to initial use of AT&T-21STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.
- 3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-21STATE's electronic interfaces.
- 3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.



- 3.11 AT&T-21STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-21STATE shall make manual processes available.
- 3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-21STATE's electronic interfaces, AT&T-21STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.13 Due to enhancements and on-going development of access to AT&T-21STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-21STATE shall provide proper notice of interface phase-out in accordance with CMP.
- 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues.
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 CLEC shall use AT&T-21STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-21STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-21STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-21STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-21STATE for any and all damages caused by such unauthorized entry.
- 3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-21STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.15.3 AT&T-21STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-21STATE upon request and at no charge.
- 3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-21STATE caused by or related to CLEC's use of any AT&T-21STATE OSS.
- 3.15.5 In the event AT&T-21STATE has good cause to believe that CLEC has used AT&T-21STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-21STATE shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T-

21STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

- 3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-21STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-21STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.15.6.2 To remedy the misuse for the balance of the Agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

- 3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-21STATE shall have the right to conduct an audit of CLEC's use of the AT&T-21STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-21STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-21STATE shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-21STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T-21STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T-21STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T-21STATE. If CLEC fails to cooperate in the audit, AT&T-21STATE reserves the right to terminate CLEC's access to electronic processes.

#### **4.0 Pre-Ordering**

- 4.1 AT&T-21STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

- 4.1.1 Service address validation
- 4.1.2 Telephone number selection
- 4.1.3 Service and feature availability
- 4.1.4 Due date information
- 4.1.5 Customer service information
- 4.1.6 Loop makeup information

- 4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

- 4.3 CLEC shall provide AT&T-21STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-21STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

## **5.0 Ordering**

- 5.1 AT&T-21STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-21STATE to provision in accordance with applicable AT&T-21STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-21STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-21STATE ordering requirements. AT&T-21STATE's ASR guidelines are located on AT&T's CLEC Online website.
- 5.3 AT&T-21STATE product/service intervals are located on AT&T's CLEC Online website.
- 5.4 AT&T-21STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-21STATE an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.5 When an AT&T-21STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-21STATE provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-21STATE, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-21STATE provided ICA Services is converted to another CLEC's service using any AT&T-21STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-21STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.
- 5.6 AT&T-21STATE shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

## **6.0 Provisioning**

- 6.1 AT&T-21STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.
- 6.2 AT&T-21STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-21STATE's regular working hours, or the work so requested requires AT&T-21STATE's technicians or project managers to work outside of regular working hours, AT&T-21STATE will assess additional labor charges set forth in the AT&T Interstate Access Access Guidebook.
- 6.3 Maintenance of Services charges apply if AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision due to the incorrect/incomplete information provided. AT&T-21STATE will assess the No Trouble Found/Maintenance of Service and/or Non-Productive Dispatch charges as set forth in the AT&T Interstate Access Guidebook.

#### 6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-21STATE's generation of a service order, any costs incurred by AT&T-21STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-21STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-21STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

#### 6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

#### 6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T-21STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

### 7.0 **Maintenance/Repair**

7.1 AT&T-21STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

7.3 AT&T-21STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-21STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-21STATE except with the prior written consent of AT&T-21STATE.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-21STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-21STATE at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-21STATE network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-21STATE's prescreening guidelines prior to referring the trouble to AT&T-21STATE.

7.8 CLEC will contact the appropriate AT&T-21STATE repair centers in accordance with procedures established by AT&T-21STATE.

- 7.9 AT&T-21STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.10 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply if CLEC reports a trouble on an AT&T-21STATE ICA Service and no trouble is found in AT&T-21STATE's network, and for any dispatching and testing (both inside and outside the Central Office) required by AT&T-21STATE in order to confirm the working status. AT&T-21STATE will assess these charges at the rates and terms set forth in the AT&T Interstate Access Guidebook.
- 7.11 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply if AT&T-21STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.). AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges at the rates and terms set forth in the AT&T Interstate Access Guidebook.
- 7.12 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply when AT&T-21STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-21STATE or in detariffed CPE provided by AT&T-21STATE, unless covered under a separate maintenance agreement.
- 7.13 No Trouble Found/Maintenance of Service, and/or Non-Productive Dispatch charges apply when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 7.14 If CLEC issues a trouble report allowing AT&T-21STATE access to End User's premises and AT&T-21STATE personnel are dispatched but denied access to the premises, then Maintenance of Service or Non-Productive Dispatch charges apply for the period of time that AT&T-21STATE personnel are dispatched at the rates and terms set forth in the AT&T Interstate Access Guidebook.
- 7.15 The Maintenance of Service or Non-Productive Dispatch charge applies for each AT&T worker dispatched, for the time from dispatch to the time when the service call is completed, including all travel time. Charges will be calculated per half hour, rounded up to the next half hour, and billed as First Half Hour and Each Additional Half Hour or Fraction Thereof. Hourly rates are defined in the AT&T Interstate Access Guidebook.
- 7.15.1 Additional Labor is that labor requested by the CLEC on a given service and agreed to by AT&T. Additional Labor terms, conditions, and charges may be accessed in the AT&T Interstate Access Guidebook.

## **8.0 Billing**

- 8.1 AT&T-21STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.
- 8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.
- 8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule, Tariff, or Guidebook, as applicable
- 8.1.1.2 When a CLEC elects to receive its monthly billing statements in more than one bill media format paper media shall be the primary media source and any other media formats shall be secondary media subject to the rates, terms and conditions contained in the Pricing Schedule, Tariff, or Guidebook, as applicable.

## **9.0 Data Connection Security Requirements**

- 9.1 CLEC agrees to comply with AT&T-21STATE data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity.

To the extent there is a conflict between this Section 9.0 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-21STATE data facilities for access to OSS will be in compliance with AT&T-21STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.
- 9.3 Joint Security Requirements:
- 9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.3.3 CLEC shall immediately notify AT&T-21STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T-21STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.4 Additional Responsibilities of the Parties:
- 9.4.1 Modem/DSU Maintenance And Use Policy:
- 9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-21STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.
- 9.4.2 Monitoring:
- 9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited

to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-21STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-21STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.5 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
  - 9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-21STATE, respectively, as the providers of the computer, network or information in question.
  - 9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.6 General Policies:
  - 9.6.1 Each Party's resources are for approved this Agreement's business purposes only.
  - 9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
  - 9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
  - 9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
  - 9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.7 User Identification:

- 9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.7.3 User IDs will be revalidated on a monthly basis.
- 9.8 User Authentication:
  - 9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
  - 9.8.2 Passwords must not be stored in script files.
  - 9.8.3 Passwords must be entered by the user.
  - 9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
  - 9.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).
  - 9.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.
  - 9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.
- 9.9 Access and Session Control:
  - 9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
  - 9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.10 User Authorization:
  - 9.10.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.
- 9.11 Software and Data Integrity:
  - 9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
  - 9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
  - 9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
  - 9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.



## 9.12 Monitoring and Audit:

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

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

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

## 10.0 **Miscellaneous**

10.1 To the extent AT&T-21STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-21STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of AT&T-21STATE's OSS, and other charges applicable to pre-ordering, ordering, and provisioning and shall be at the applicable rates set forth in the Pricing Schedule. Maintenance of Service, Non-Productive Dispatch, and additional labor charges shall be at the applicable rates set forth in the AT&T Interstate Access Guidebook.

## 10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T-21STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-21STATE may accept a request directly from another CLEC, or AT&T-21STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-21STATE may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T-21STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

## 10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T-21STATE will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

## 11.0 **Service Bureau Provider Arrangements for Shared Access to OSS**

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-21STATE OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T-21STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-21STATE to allow Service Bureau Provider to establish access to and use of AT&T-21STATE's OSS.

- 11.1.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
- 11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-21STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-21STATE shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 11.2 AT&T-21STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-21STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-21STATE's OSS) which could not be avoided by AT&T-21STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

## **ATTACHMENT 08 – BONA FIDE REQUEST**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions.....	3
3.0 Responsibilities of the Parties .....	3

**1.0 Introduction**

- 1.1 The Parties agree that CLEC is entitled to order any Section 251 or 251(c)(3) element required to be made available by FCC requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when CLEC makes a request of AT&T-21STATE to provide a new or modified Section 251 or 251(c)(3) element that is not currently offered by AT&T-21STATE but is required to be made available via the Act.

**2.0 Definitions**

- 2.1 "BFR" means a Bona Fide Request pursuant to the Act.
- 2.2 "Complex Request Evaluation Fee" means an Individual Case Basis (ICB) fee to compensate AT&T-21STATE for the extraordinary expenses directly related to the CLEC's BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.
- 2.3 "Development Rate" means the estimated cost for AT&T-21STATE to develop the new or modified 251(c)(3) element and other network elements.

**3.0 Responsibilities of the Parties**

- 3.1 A BFR shall be submitted by CLEC on the BFR Application Form, located on the AT&T CLEC Online website to their designated AT&T-21STATE Senior Carrier Accounts Manager (SrCAM) and shall specifically identify the requested service date, technical requirements, and/or such other specifications that clearly define the request such that AT&T-21STATE has sufficient information to analyze and prepare a response. Such a request shall also include CLEC's designation of the BFR being pursuant to the Act.
- 3.1.1 CLEC shall include with its BFR Application Form a "BFR Deposit" to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.
- 3.1.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-21STATE to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).
- 3.1.3 If CLEC submits a BFR Deposit with its BFR, and AT&T-21STATE is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T-21STATE will credit the BFR Deposit amount to the CLEC's account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of CLEC, either be credited toward the CLEC's account or credited toward any additional developmental costs authorized by CLEC.
- 3.2 Within two (2) Business Days of AT&T-21STATE's receipt of a fully complete and valid BFR, AT&T-21STATE shall acknowledge, in writing, its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR to the extent known at that time. Notwithstanding the foregoing, AT&T-21STATE may reasonably request additional information from CLEC at any time during the processing of the BFR.
- 3.3 For any new or modified Section 251 or 251(c)(3) element required to be unbundled by Act, if AT&T-21STATE determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T-21STATE to expend extraordinary resources to evaluate the BFR, AT&T-21STATE shall notify CLEC within ten (10) Business Days of AT&T-21STATE's receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T-21STATE. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T-21STATE, CLEC shall submit such fee within thirty (30) Business Days of AT&T-21STATE's notice that a Complex Request Evaluation Fee is required. AT&T-21STATE will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T-21STATE. Within thirty

(30) Business Days of AT&T-21STATE's receipt of the Complex Request Evaluation Fee, AT&T-21STATE shall respond to CLEC by providing a preliminary analysis.

- 3.4 If AT&T-21STATE is not required to expend extraordinary resources to evaluate the BFR as described in Section 3.3 above, then within thirty (30) Business Days of AT&T-21STATE's receipt of CLEC's fully complete and valid BFR, AT&T-21STATE shall respond to CLEC by providing a preliminary analysis of the new or modified Section 251 or 251(c)(3) element. The preliminary analysis shall confirm either that AT&T-21STATE will or will not offer the new or modified Section 251 or 251(c)(3) element.
- 3.5 CLEC may cancel a BFR at any time up until thirty (30) Business Days after receiving AT&T-21STATE's preliminary analysis. If CLEC cancels the BFR within thirty (30) Business Days after receipt of AT&T-21STATE's preliminary analysis, AT&T-21STATE shall be entitled to retain the BFR Deposit or any Complex Request Evaluation Fee, minus those costs that have not been incurred by AT&T-21STATE as of the date of cancellation.
- 3.6 CLEC will have thirty (30) Business Days from receipt of the preliminary analysis to accept the preliminary analysis. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within this thirty (30) Business Day period, the BFR will be deemed cancelled.
- 3.7 As soon as feasible, but not more than ninety (90) calendar days after AT&T-21STATE's receipt of CLEC's written acceptance of the preliminary analysis and payment of the estimated Development Rate, AT&T-21STATE shall provide to CLEC a firm price quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.
- 3.8 CLEC shall have thirty (30) Business Days from receipt of the firm price quote to accept or deny the firm price quote in writing and submit any additional Development Rates or nonrecurring rates quoted in the firm price quote. If AT&T-21STATE does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-21STATE for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T-21STATE).
- 3.9 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 3.10 If CLEC believes that AT&T-21STATE's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 3.11 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.

# **ATTACHMENT 09 – PERFORMANCE MEASUREMENTS**

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 General Provisions .....	3
2.0 Region-specific Provisions .....	3



## 1.0 **General Provisions**

- 1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-21STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations and within this Agreement.
- 1.2 AT&T-21STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-21STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T-21STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-21STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.3 Nothing herein shall be interpreted to be a waiver of AT&T-21STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

## 2.0 **Region-Specific Provisions**

- 2.1 AT&T MIDWEST REGION 5-STATE Requirements:
  - 2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.
  - 2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.
  - 2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:
    - 2.1.3.1 Illinois – 83 IL. Administrative Code Part 731
    - 2.1.3.2 Indiana – Cause No. 41657
    - 2.1.3.3 Michigan – Case No. U-11830
    - 2.1.3.4 Ohio – Case No. 00-942-TP-COI

- 2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)
  - 2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.
- 2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 of the AT&T MIDWEST REGION 5-STATE Remedy Plan.
- 2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:
  - 2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.
- 2.4 AT&T SOUTHWEST REGION 5-STATE Requirements:
  - 2.4.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.
- 2.5 AT&T CALIFORNIA Requirements:
  - 2.5.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/I. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.
- 2.6 AT&T NEVADA Requirements:
  - 2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

# **ATTACHMENT 10SW – ABT-BILLING-COLLECTING-REMITTING AND CLEARINGHOUSE**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page number</u>
1.0 Introduction .....	3
2.0 Definitions.....	3
3.0 BCR General Provisions .....	3
4.0 BCR Responsibilities of the Parties .....	3
5.0 BCR Product Specific Service Delivery Provisions .....	4
6.0 CH General Provisions .....	4
7.0 CH Responsibilities of the Parties .....	5
8.0 CH Product Specific Service Delivery Provisions .....	5
9.0 Limitation of Liability .....	5

**1.0 Introduction**

- 1.1 This Attachment sets forth the terms and conditions that apply to those Telecommunications Services for which Charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the Billing, Collecting and Remitting (BCR) of such Charges and for Compensation for the services performed in connection with the BCR of such Charges and for the settlement of Alternately Billed Traffic (ABT) utilizing the Clearinghouse (CH) process. This Attachment is only applicable to the AT&T SOUTHWEST REGION 5-STATE.

**2.0 Definitions**

- 2.1 "Billing, Collecting and Remitting" or "Bill, Collect and Remit" (BCR) means the process and support systems used in AT&T SOUTHWEST REGION 5-STATE for which intrastate/intraLATA local ABT calls are settled among participating LECs and CLECs.
- 2.2 "Alternately Billed Traffic (ABT)" means the service that allows either Party's End Users to bill LEC-carried calls to accounts that may not be associated with the originating line, and may include all of the following LEC-carried call types for the purpose of this Attachment:
- 2.2.1 Local and/or intraLATA toll Collect calls
  - 2.2.2 Local and/or intraLATA toll Bill-to-Third Number calls
  - 2.2.3 Local and intraLATA toll Calling Card calls
- 2.3 "Charges" for BCR only, means the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3.0 below, rendered by a LEC to an End User.
- 2.4 "Clearinghouse" (CH) means the process and support system used in AT&T SOUTHWEST REGION 5-STATE for which intrastate/intraLATA toll ABT calls are settled among participating LECs and CLECs.
- 2.5 "Clearinghouse Record" or "CH Record" means the call detail attributed to a single completed toll message.
- 2.6 "Compensation" means the amount to be paid by one Party to the other Party for BCR of Charges.
- 2.7 "Local Exchange Carrier (LEC)" as used in this Attachment, means those Local Exchange Carriers or Competitive Local Exchange Carriers that participate in the BCR process contained herein.
- 2.8 "Local Message" means those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.9 "Revenues" means the sum of all or part of the Charges.

**3.0 BCR General Provisions**

- 3.1 This Attachment shall apply to AT&T SOUTHWEST REGION 5-STATE procedures for the BCR of revenues (and Compensation to either Party for BCR of such revenues) derived from the following services:
- 3.1.1 LEC-carried local messages of the following types:
    - 3.1.1.1 Local Message service Charges billed to a calling card or to a third number.
    - 3.1.1.2 Directory Assistance calls charged to a calling card or to a third number.
    - 3.1.1.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
    - 3.1.1.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

**4.0 BCR Responsibilities of the Parties**

- 4.1 CLEC agrees to BCR, to AT&T SOUTHWEST REGION 5-STATE the Charges for the services described in Section 3.1.1 above which Charges are earned by any LEC (including AT&T SOUTHWEST REGION 5-STATE) but which are to be billed to End Users of the CLEC by the CLEC.
- 4.2 In those cases in which the Charges for the services, listed in Section 3.1.1 above, are due any LEC other than AT&T SOUTHWEST REGION 5-STATE, AT&T SOUTHWEST REGION 5-STATE will arrange to transfer these Charges to the appropriate LEC in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by CLEC for AT&T SOUTHWEST REGION 5-STATE's benefit, shall be remitted by CLEC to AT&T SOUTHWEST REGION 5-STATE

within thirty (30) calendar days of the date of AT&T SOUTHWEST REGION 5-STATE's bill to CLEC for such services.

- 4.4 AT&T SOUTHWEST REGION 5-STATE agrees to bill and collect (or when another LEC agrees to bill and collect), and to remit to CLEC, the Charges for the services described in Section 3.1.1 above, which Charges are earned by CLEC, but which are to be billed by another LEC (including AT&T SOUTHWEST REGION 5-STATE to the End Users of that LEC).
- 4.5 Charges for the services listed in Section 3.1.1 above to be billed, collected and remitted by AT&T SOUTHWEST REGION 5-STATE or another LEC for CLEC's benefit, shall be remitted by AT&T SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to AT&T SOUTHWEST REGION 5-STATE for such services.
- 4.6 The full amount of the Charges transmitted to either Party for BCR shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the Compensation due the Party for performing the End User billing function, as described in Section 5.0 below. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.1.1 above. Notwithstanding this paragraph, AT&T SOUTHWEST REGION 5-STATE may net amounts due to CLEC under this Attachment against amounts owed to AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.
- 4.8 AT&T SOUTHWEST REGION 5-STATE assumes no responsibility with regard to the accuracy of the data supplied by CLEC when this data is accessed and used by a Third Party.

## **5.0 BCR Product Specific Service Delivery Provisions**

- 5.1 A Party performing the services described in Section 3.1.1 above will compensate the other Party for each charge billed at the rates set forth in the Pricing Schedule. Such Compensation shall be paid (unless a Party has collected such Compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such Compensation by the Party performing (or which has another LEC perform for it), the BCR functions described in Section 4.0 above.

## **6.0 CH General Provisions**

- 6.1 ABT does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 6.2 The settlement of ABT revenues, owed by and among participating LECs, via CH in another AT&T-Owned ILEC region is technically infeasible.
- 6.3 The only toll call messages that qualify for submission to AT&T SOUTHWEST REGION 5-STATE for CH processing are:
  - 6.3.1 intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC Exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to an End User located in a second LEC's or CLEC Exchange within the same state; or
  - 6.3.2 intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one (1) of AT&T SOUTHWEST REGION 5-STATE's local exchange operating areas, exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to an End User located in a second LEC's or CLEC Exchange and not in the originating State.
- 6.4 CLEC agrees to pay AT&T SOUTHWEST REGION 5-STATE a processing charge in consideration of AT&T SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in the Pricing Schedule.
- 6.5 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including AT&T SOUTHWEST REGION 5-STATE when AT&T SOUTHWEST REGION 5-STATE bills the message. This charge is located in the Pricing Schedule.
- 6.6 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to 6.3 above. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on

the best available data. No estimate will be made for messages, which are more than two (2) years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## **7.0 CH Responsibilities of the Parties**

- 7.1 CLEC agrees that it will provide AT&T SOUTHWEST REGION 5-STATE billing records for CH processing that are in industry standard format acceptable to AT&T SOUTHWEST REGION 5-STATE. The records shall at minimum display the telephone number of the End User to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory billing requirements. CH Records will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC Exchange but are to be billed to an End User in a second LEC's or CLEC Exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes.
- 7.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to CH. CLEC will retain its originating records for ninety (90) calendar days such that the category ninety-two (92) Records can be retransmitted to AT&T SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 7.3 AT&T SOUTHWEST REGION 5-STATE will provide and maintain such systems it believes are required to furnish the CH service described herein. AT&T SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 7.4 CLEC will timely furnish to AT&T SOUTHWEST REGION 5-STATE all CH Records required to provide the CH service.
- 7.5 Presently, in operating the CH, AT&T SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any sub-processes are required to settle CH messages due to the use of ported numbers, such sub-processing will be the responsibility of the porting entity.

## **8.0 CH Product Specific Service Delivery Provisions**

- 8.1 AT&T SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the:
  - 8.1.1 amounts owed by CLEC for billing messages originated by others;
  - 8.1.2 amounts due to CLEC for CLEC originated messages billed by others;
  - 8.1.3 applicable billing charges; and
  - 8.1.4 processing charges.

## **9.0 Limitation of Liability**

- 9.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 9.2 AT&T SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.3 AT&T SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T SOUTHWEST REGION 5-STATE. Any losses or damage for which AT&T SOUTHWEST REGION 5-STATE is held liable under this Attachment for CH will in no event exceed the amount of processing charges incurred by CLEC for the services provided hereunder during the period beginning at the time AT&T SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.
- 9.4 CLEC agrees to indemnify and hold AT&T SOUTHWEST REGION 5-STATE harmless against and with respect to any and all Third Party claims, demands, liabilities or court actions arising from any of its actions, omissions,

mistakes or negligence occurring during the course of AT&T SOUTHWEST REGION 5-STATE's performance pursuant to this Attachment.



## **ATTACHMENT 10W – ABT: DATA EXCHANGE (DEX)**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions .....	3
3.0 Responsibilities of the Parties .....	4
4.0 Product Specific Service Delivery Provisions .....	5
5.0 Limitation of Liability .....	7

**1.0 Introduction**

- 1.1 This Attachment sets forth the terms and conditions that apply to the Settlement of Non-Calling Card and Third Number Settlement System Messages under the Data Exchange (DEX) process and procedures in AT&T WEST REGION 2-STATE. This Attachment specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where AT&T WEST REGION 2-STATE is the Transporting LEC and (ii) the settlement of AT&T WEST REGION 2-STATE Non-CATS Messages where the Customer is the Transporting LEC, as defined below.

**2.0 Definitions**

- 2.1 "AT&T WEST REGION 2-STATE Calling Card Messages" means messages where:
- 2.1.1 the charges are billed to a Telecommunications line number based calling card issued by AT&T WEST REGION 2-STATE,
  - 2.1.2 the Transporting LEC is the CLEC,
  - 2.1.3 the originating number and the line number on the calling card are located in the same Telcordia Client Company territory.
- 2.2 "AT&T WEST REGION 2-STATE Collect Messages" means messages where the charges are billed to the called End User who is an AT&T WEST REGION 2-STATE End User and where the Transporting LEC is the CLEC.
- 2.3 "AT&T WEST REGION 2-STATE Non-CATS Messages" means AT&T WEST REGION 2-STATE Collect Messages, AT&T WEST REGION 2-STATE Calling Card Messages and/or AT&T WEST REGION 2-STATE Third Number Billed Messages as those terms are defined herein.
- 2.4 "AT&T WEST REGION 2-STATE End User" means an End User who has authorized AT&T WEST REGION 2-STATE to provide the End User with local Exchange Service or who has billed an intraLATA call to a Telecommunications calling card issued by AT&T WEST REGION 2-STATE.
- 2.5 "AT&T WEST REGION 2-STATE Third Number Billed Messages" means messages where:
- 2.5.1 the charges are billed to a AT&T WEST REGION 2-STATE End User's telephone number that is not the originating or terminating telephone number,
  - 2.5.2 the Transporting LEC is the CLEC,
  - 2.5.3 the originating and billed telephone numbers are located in the same Telcordia Client Company territory.
- 2.6 "Telcordia Client Company" means AT&T WEST REGION 2-STATE and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 2.7 "Centralized Message Distribution System (CMDS) Host" or "CMDS Host" means the Telcordia Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute End User message detail through CMDS and, where applicable, to settle End User message detail through BOC CATS.
- 2.8 "California 900 Messages" means 900 calls transported by AT&T-CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a CLEC End User.
- 2.9 "California 976 Messages" means 976 calls transported by AT&T-CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a CLEC End User.
- 2.10 "Calling Card and Third Number Settlement (CATS)" means the part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Telcordia Client Company territory and is billable to an End User in another Telcordia Client Company territory.
- 2.11 "CLEC Calling Card Messages" means messages where:
- 2.11.1 the charges are billed to a Telecommunications line number based calling card issued by CLEC,
  - 2.11.2 the Transporting LEC is AT&T WEST REGION 2-STATE,
  - 2.11.3 the originating number and the line number on the calling card are located in the same Telcordia Client Company territory.

- 2.12 "CLEC Collect Messages" means messages where the charges are billed to the called End User who is a CLEC End User and where the Transporting LEC is AT&T WEST REGION 2-STATE.
- 2.13 "CLEC End User" means an End User who has authorized CLEC to provide the End User with local Exchange Service or who has billed an intraLATA call to a Telecommunications calling card that is based on a telephone number issued by the CLEC.
- 2.14 "CLEC Non-CATS Messages" means CLEC Collect Messages, CLEC Calling Card Messages and/or CLEC Third Number Billed Messages as those terms are defined herein.
- 2.15 "CLEC Third Number Billed Messages" means messages where:
  - 2.15.1 the charges are billed to a CLEC End User's telephone number that is not the originating or terminating telephone number,
  - 2.15.2 the Transporting LEC is AT&T WEST REGION 2-STATE,
  - 2.15.3 the originating and billed telephone numbers are located in the same Telcordia Client Company territory.
- 2.16 "Transporting LEC" means the LEC on whose network an End User originates a call.

### **3.0 Responsibilities of the Parties**

- 3.1 AT&T WEST REGION 2-STATE shall forward CLEC Non-CATS Messages to CLEC. AT&T WEST REGION 2-STATE shall forward Rejected Messages, Unbillable Messages and Unratable Messages as defined in Section 4.2 below, to CLEC. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.2 CLEC shall obtain a dedicated Revenue Accounting Office code (RAO). The RAO code will be used to exchange messages between CLEC and AT&T WEST REGION 2-STATE. CLEC shall inform AT&T WEST REGION 2-STATE whether CLEC is designating itself or an agent for receipt of CLEC's messages by completing AT&T WEST REGION 2-STATE's IS Call Center Flat File Form as found on the AT&T CLEC Online website in the CLEC Handbook. Thereafter, CLEC may change its designation only by completing a new AT&T WEST REGION 2-STATE IS Call Center Flat File Form. CLEC may not designate more than one entity to receive its Messages under this Agreement. CLEC expressly understands that all of its messages under this Attachment - Data Exchange and Attachment 02 – Network Interconnection must be directed to a single entity.
- 3.3 CLEC shall record and forward to AT&T CALIFORNIA all 900 and 976 calls transported by AT&T CALIFORNIA pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 respectively that originate from a CLEC End User's telephone number. The 900/976 messages shall be in unrated Exchange Message Interface (EMI) industry standard format and shall be exchanged at agreed upon intervals. AT&T CALIFORNIA shall rate the 900/976 messages and forward to CLEC all such messages billed to CLEC End Users.
- 3.4 CLEC may block access of its End Users to 900/976 numbers. CLEC shall be liable for the value of all completed 900/976 Messages originating from a CLEC End User's telephone number. AT&T WEST REGION 2-STATE shall include the value of all such completed 900/976 Messages in the Amount Due calculation set forth in Section 4.1 below.
- 3.5 CLEC shall forward AT&T WEST REGION 2-STATE Non-CATS Messages to AT&T WEST REGION 2-STATE. CLEC shall forward Unbillable Messages and Recharges as defined in Section 4.2 below, to AT&T WEST REGION 2-STATE. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.6 AT&T WEST REGION 2-STATE and CLEC shall exercise good faith efforts to bill and collect all amounts due from its End Users for messages distributed under this Attachment. AT&T WEST REGION 2-STATE and CLEC warrant that the billing and collection for messages distributed under this Attachment shall be at a performance level no less than the Party uses for the billing of its own local Exchange Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. AT&T WEST REGION 2-STATE and CLEC further agree that the billing and collection process for messages distributed under this Attachment shall comply with all relevant legal, regulatory and legislative authorities. CLEC further agrees that the billing and collection services performed for California 900/976 Messages shall comply with CPUC Decision No. 91-03-021 and Decision No. 96-02-072. AT&T WEST REGION 2-STATE and CLEC agree to work together to

determine whether blocking access to 900/976 numbers is necessary in the event fraudulent use from a End User's line is suspected.

- 3.7 When invoicing an End User for messages distributed under this Attachment, the Billing Party shall be responsible for the billing to, and collection from, the End User and/or payment to the appropriate taxing agency of all sales taxes, municipal fees, or other taxes of any nature, including interest and penalties, that may apply to the charges billed to the End User under this Attachment.

#### **4.0 Product Specific Service Delivery Provisions**

- 4.1 For CLEC Non-CATS Messages and California 900/976 Messages billed to CLEC End Users that AT&T WEST REGION 2-STATE forwards to CLEC, AT&T WEST REGION 2-STATE shall calculate the amount due based on the following formula:

Rated Value of Non-CATS Messages and California 900/976 Messages

- Rejected/Unbillable Messages
- Recharges
- Billing Charges

= Amount Due AT&T WEST REGION 2-STATE

- 4.2 As used in Section 4.1 above the following terms are defined as set forth below:

- 4.2.1 Rated Value of Non-CATS Messages and California 900/976 Messages means the total computed charges for Non-CATS Messages and California 900/976 Messages based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of Non-CATS Messages and California 900/976 Messages that failed to pass the industry standard edits and were returned to AT&T WEST REGION 2-STATE.
- 4.2.3 Unbillable Messages means the rated value of Non-CATS Messages and California 900/976 Messages that were not billable to a CLEC End User because of missing information in the billing record or other billing error, not the result of an error by CLEC or CLEC's CMDS Host, that are returned in a timely fashion to AT&T WEST REGION 2-STATE.
- 4.2.4 Recharges means the rated value of California 900/976 Messages billed to a CLEC End User but which CLEC adjusts off the End User's bill consistent with the allowable adjustments set forth in AT&T CALIFORNIA's Tariff Schedule Cal. P.U.C. No. 9.5.3.C.4.d (1),(2),(3). Recharges shall be returned to AT&T WEST REGION 2-STATE on the next scheduled transmission following the issuance of the adjustment to the End User and shall be in EMI industry standard format. CLEC acknowledges that AT&T WEST REGION 2-STATE shall be recouping all such Recharges to the underlying provider of the information service being adjusted. CLEC agrees to reasonably cooperate with AT&T WEST REGION 2-STATE in response to requests from the underlying information provider for additional information concerning an adjustment issued by the CLEC.
- 4.2.5 Billing Charges means the CLEC per message billing rate, as set forth in the Pricing Schedule, times the number of Non-CATS Messages and California 900/976 Messages forwarded by AT&T WEST REGION 2-STATE.

- 4.3 For AT&T WEST REGION 2-STATE Non-CATS messages billed to AT&T WEST REGION 2-STATE End Users that CLEC forwards to AT&T WEST REGION 2-STATE, CLEC shall calculate the amount due based on the following formula:

Rated Value of AT&T WEST REGION 2-STATE Non-CATS Messages

- Unbillable Messages
  - Unratable California 900/976 Messages
  - Billing Charges
- 
- = Amount Due CLEC

4.4 As used in Section 4.3 above the following terms are defined as set forth below:

- 4.4.1 Rated Value of AT&T WEST REGION 2-STATE Non-CATS Messages means the total computed charges for AT&T WEST REGION 2-STATE Non-CATS Messages based on CLEC's schedule of tariffed rates.
- 4.4.2 Unbillable Messages means the rated value of AT&T WEST REGION 2-STATE Non-CATS Messages that were not billable to a AT&T WEST REGION 2-STATE End User because of missing information in the billing record or other billing error, not the result of an error by AT&T WEST REGION 2-STATE, that are returned by AT&T WEST REGION 2-STATE in a timely fashion to CLEC.
- 4.4.3 Unratable California 900/976 Messages means the estimated value of California 900/976 Messages, originating from a CLEC End User's Telephone Number that:
  - 4.4.3.1 CLEC fails to record and/or transmit to AT&T WEST REGION 2-STATE or
  - 4.4.3.2 AT&T WEST REGION 2-STATE cannot rate because of missing or inaccurate information in the unrated billing record due to an error by CLEC. The Parties agree to exercise good faith efforts to estimate the value of such messages within 30 calendar days of discovery of the unratable condition.
- 4.4.4 Billing Charges means the AT&T WEST REGION 2-STATE per message billing rate, as set forth in the Pricing Schedule, times the number of AT&T WEST REGION 2-STATE Non-CATS Messages received by AT&T WEST REGION 2-STATE.

4.5 Within fifteen (15) Business Days following the end of each calendar month, AT&T WEST REGION 2-STATE shall provide CLEC with a Non-CMDS Outcollect Report. The report shall include the following information:

- 4.5.1 CLEC Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by AT&T WEST REGION 2-STATE;
- 4.5.2 CLEC Non-CATS Messages and California 900/976 (by number and associated rated value) returned to AT&T WEST REGION 2-STATE as Rejected, Unbillable Messages or Recharges;
- 4.5.3 Amount due AT&T WEST REGION 2-STATE, as set forth in Section 4.1 above.

4.6 Within fifteen (15) Business Days following the end of each calendar month, CLEC shall provide AT&T WEST REGION 2-STATE with a report. The report shall include the following information:

- 4.6.1 AT&T WEST REGION 2-STATE Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by CLEC;
- 4.6.2 AT&T WEST REGION 2-STATE Non-CATS Messages and California 900/976 (by number and associated rated value) returned to CLEC as Rejected, Unbillable Messages or Recharges;
- 4.6.3 Amount due CLEC, as set forth in Section 4.3 above.

4.7 Each Party shall have thirty (30) calendar days from receipt of their respective Reports to pay the Amount Due without being subject to a Late Payment Charge. Payments shall be made by check unless otherwise agreed by the Parties.

- 4.7.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.

4.8 Taxes On Non-CATS Messages:

- 4.8.1 The Party rating calls shall not add on any sales taxes, municipal fee surcharges, or other similar taxes to Non-CATS Messages it sends to the Billing Party on either the daily usage feed or the monthly invoice.

**5.0 Limitation of Liability**

- 5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.
- 5.2 AT&T WEST REGION 2-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T WEST REGION 2-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T WEST REGION 2-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 5.3 AT&T WEST REGION 2-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T WEST REGION 2-STATE. Any losses or damage for which AT&T WEST REGION 2-STATE is held liable under this Attachment will in no event exceed the amount CLEC would have billed AT&T WEST REGION 2-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T WEST REGION 2-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.
- 5.4 AT&T WEST REGION 2-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when accessed and used by a Third Party.

# **ATTACHMENT 10MWSE – ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)**



## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions.....	3
3.0 General Provisions.....	3
4.0 Responsibilities of the Parties .....	3
5.0 Limitation of Liability .....	4

**1.0 Introduction**

- 1.1 This Attachment sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the CLEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

**2.0 Definitions**

- 2.1 "Non-Intercompany Settlement (NICS)" means a revenue settlement process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE and messages which originate from AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T-Owned ILEC across the fourteen (14) individual states which make up these two regions.
- 2.2 "Non-Intercompany Settlements System" or "NICS System" means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within both AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE.

**3.0 General Provisions**

- 3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE billed by CLEC (when the CLEC is using its own End Office Switch), or messages originated by CLEC and billed by AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE within the same AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE State (i.e., messages for intrastate/intraLATA traffic only).
- 3.1.1 For example, an alternately billed call originating within AT&T-ILLINOIS territory and billed to a CLEC within AT&T-ILLINOIS would be covered by this section; a call originating within AT&T-ILLINOIS but billing outside of AT&T-ILLINOIS would not be covered by NICS.
- 3.2 AT&T SOUTHEAST REGION 9-STATE will also collect the revenue earned by CLEC within the AT&T SOUTHEAST REGION 9-STATE territory from another LEC also within the AT&T SOUTHEAST REGION 9-STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of CLEC. AT&T SOUTHEAST REGION 9-STATE will remit the revenue billed by CLEC within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T SOUTHEAST REGION 9-STATE and the resulting charge or credit issued to CLEC via a monthly invoice in arrears.
- 3.3 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE, AT&T SOUTHEAST REGION 9-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.5 This Attachment does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE.
- 3.6 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 3.7 The Party billing the End User shall be responsible for all uncollectible amounts.
- 3.8 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

**4.0 Responsibilities of the Parties**

- 4.1 Each Party is responsible for submitting the appropriate Exchange Message Interface (EMI) End User billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its End User.

## **5.0 Limitation of Liability**

5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:

- 5.1.1 AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE assume no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 5.1.2 AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE. Any losses or damage for which AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE is held liable under this Attachment will in no event exceed the amount that CLEC would have billed AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE receives notice of the error, interruption, failure or malfunction, to the time service is restored.
- 5.1.3 AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a Third Party.

## **ATTACHMENT 11 – DAILY USAGE FILE (DUF)**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 General Provisions.....	3

## **1.0 Introduction**

- 1.1 Upon written request from CLEC, AT&T-21STATE will provide CLEC a Daily Usage File (DUF) for services provided hereunder. A DUF will be provided by AT&T-21STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-21STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-21STATE in connection with service provided by AT&T-21STATE, and (iii) operator handled calls provided by AT&T-21STATE. Procedures and processes for implementing the interfaces with AT&T-21STATE will be included in implementation requirements documentation.

## **2.0 General Provisions**

- 2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.
- 2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-21STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 2.3 AT&T-21STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under "Electronic Billing Information Data (Daily Usage) per message", "Provision of Message Detail a.k.a. Daily Usage File (DUF)", "FB-CLEC Operator Recording (Daily Usage) per message", and "Daily Usage File (DUF) Data Transmission, per Message." There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.
- 2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-21STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-21STATE for billing, which would otherwise be processed by AT&T-21STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-21STATE records the message.
- 2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-21STATE to provide operator services, upon written request from CLEC, AT&T-21STATE will provide CLEC a DUF for operator handled calls handled by AT&T-21STATE.

## **ATTACHMENT 12 – COLLOCATION**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 Introduction .....	3
2.0 Definitions .....	4
3.0 General .....	7
4.0 Limitation of Liability .....	15
5.0 Collocation Space .....	18
6.0 Reports .....	22
7.0 Application Process .....	22
8.0 Augment Application .....	24
9.0 Cancellation Prior to Due Date .....	25
10.0 Occupancy – Physical Collocation Only .....	25
11.0 Efficiently Used .....	26
12.0 Relocation .....	26
13.0 Complete Space Discontinuance .....	27
14.0 Fiber Optic Cable and Demarcation Point .....	30
15.0 Entrance Facility Conduit to Vault, Per cable Sheath .....	30
16.0 Virtual Collocation – Cooperative Responsibilities .....	31
17.0 Interconnection to Others within the same Eligible Structure .....	32
18.0 Extraordinary Charges, Special Construction and Custom Work / ICB Charges .....	32
19.0 DC Power Arrangement Provisioning and Power Reduction .....	32
20.0 Collocation In CEVS, Huts and Cabinets .....	34



## 1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-21STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.
- 1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-21STATE property for the purposes set forth in Section 1.1.
- 1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-21STATE and all appendices and/or other Attachments, the CLEC Handbook, AT&T-21STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-21STATE's Technical Publication (TP) which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.
- 1.4 Unless otherwise specified, intervals and processes are described online in the CLEC Handbook and/or the appropriate TP found on AT&T CLEC Online website.
- 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or in a Guest-Host arrangement within an AT&T-21STATE Premise pursuant to this Attachment.
- 1.6 This Attachment is only applicable to AT&T-21STATE Premises owned or controlled by AT&T-21STATE.
- 1.7 Scope:
  - 1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-21STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.
  - 1.7.2 AT&T-21STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.
  - 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS).
  - 1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-21STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-21STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.
  - 1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-21STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-21STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-21STATE's property in accordance with this Attachment.
  - 1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.

## 1.8 Billing Conversions:

1.8.1 Billing Conversions on previously provided Collocation under STATE tariff's will apply to all monthly recurring charges (MRCs) contained in the Collocation Section of the Pricing Schedule attached. AT&T-21STATE will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.

### 1.8.2 Prospective Effect:

1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

## 2.0 Definitions

- 2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on AT&T-21STATE property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.
- 2.2 "AT&T-21STATE Premises" means all buildings falling under the FCC's definition of "premises", including AT&T-21STATE ILEC Central Offices (COs) and Remote Terminals.
- 2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.
- 2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under STATE tariff's to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.
- 2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule.
- 2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and AT&T-21STATE.
- 2.7 "Collocator" is the CLEC who places Telecommunications Equipment on AT&T-21STATE's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T-21STATE and/or accessing AT&T-21STATE's 251(c)(3) UNEs for the purpose described in this Attachment.
- 2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T-21STATE Premise.
- 2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T-21STATE Premise.
- 2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure.
- 2.9 "Cross-Connect" is defined as [a] connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers that attach to connecting hardware on each end.

- 2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.
- 2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.
- 2.12 "Delivery Date" (also known as Space Ready Date) means the date on which AT&T-21STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-21STATE has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.
- 2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-21STATE Eligible Structure.
- 2.14 "Effective Billing Date" means the date AT&T-21STATE completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.
- 2.16 "Eligible Structure" means AT&T-21STATE's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-21STATE that house its network facilities, and all structures that house AT&T-21STATE's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.
- 2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-21STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-21STATE.
- 2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).
- 2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.
- 2.20 "Infrastructure Systems" means the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.21 "AT&T-21STATE Approved Installation Supplier (AT&T-21STATE AIS)" means the suppliers that are approved to perform CO installation work for AT&T-21STATE and for Collocators in AT&T-21STATE Eligible Structures.
- 2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-21STATE AIS Tier 1) - These suppliers are approved by AT&T-21STATE to perform CO installation work for AT&T-21STATE and for Virtual Collocators in AT&T-21STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-21STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
- 2.21.2 AT&T-21STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-21STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).

- 2.22 "CLEC Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in AT&T-21STATE's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.
- 2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications equipment via Physical Collocation is completely occupied.
- 2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.
- 2.25 "Physical Collocation" means space that is provided by AT&T-21STATE to Collocator for the purpose of interconnecting to AT&T-21STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act.
- 2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEVs), huts, terminals and cabinets and other AT&T-21STATE owned or controlled premises containing AT&T-21STATE network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.
- 2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.
- 2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.
- 2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under Section 251(c)(2) with AT&T-21STATE's network or access to 251(c)(3) UNEs of AT&T-21STATE's network.
- 2.31 "Unused Space" means any space (i) existing in AT&T-21STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-21STATE or any Third Party, (iii) that is not occupied by AT&T-21STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-21STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-21STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-21STATE's warranty on proximate equipment.
- 2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-21STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. § 251(c)(2), or for obtaining access to AT&T-21STATE's 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-21STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-21STATE at the direction of the Collocator.

### 3.0 General

- 3.1 Certification:
  - 3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space.
- 3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-21STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Rates and charges can be found in the Pricing Schedule.
- 3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-21STATE retail services.
- 3.4 Hazardous Waste and Materials:
  - 3.4.1 The Collocator and its AT&T-21STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-21STATE AIS shall adhere to all AT&T-21STATE requirements and shall coordinate with the AT&T-21STATE representative before any activity relating to hazardous material/waste is started. Refer to the CLEC Handbook, which may be accessed on the AT&T CLEC Online website.
- 3.5 Safety:
  - 3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-21STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-21STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-21STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-21STATE premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.
- 3.6 Americans with Disability Act (ADA):
  - 3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.
  - 3.6.2 If AT&T-21STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-21STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&Cs of this Agreement.
- 3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&Cs of this Agreement.
- 3.9 AT&T-21STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.
- 3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-21STATE vehicles and which are designated as reserved.
- 3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.
- 3.12 Contact Numbers:
  - 3.12.1 AT&T-21STATE is responsible for providing the Collocator personnel a contact number for AT&T-21STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-21STATE's Interconnector's CLEC Handbook.

- 3.12.2 The Collocator is responsible for providing to AT&T-21STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-21STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.
- 3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.13 Right-to-Use; Multiple Dedicated Spaces:
  - 3.13.1 In accordance with this Attachment, AT&T-21STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.
- 3.14 Trouble Status Reports:
  - 3.14.1 AT&T-21STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-21STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-21STATE.
- 3.15 Service Coordination:
  - 3.15.1 Collocator is responsible for coordinating with its AT&T-21STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.
- 3.16 Access to the MDF:
  - 3.16.1 AT&T-21STATE will not provide Collocator's personnel with direct access to AT&T-21STATE's MDF, with the exception of the Collocator's hired AT&T-21STATE's AIS Tier 1.
- 3.17 Equipment List:
  - 3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment". The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-21STATE, which consent shall not be unreasonably withheld.
  - 3.17.2 AT&T-21STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment" and thus does not mean that the equipment may be collocated.
  - 3.17.3 Subsequent Requests to Place Equipment:
    - 3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated.

### 3.18 Minimum Standards:

- 3.18.1 Any network equipment placed in AT&T-21STATE network equipment areas of Eligible Structures by AT&T-21STATE or Collocator must meet AT&T-21STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-21STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-21STATE and its contractors.
- 3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-21STATE TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T CLEC Online website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 3.18.3 In the event that AT&T-21STATE denied Collocation of Collocator's equipment citing safety standards, AT&T-21STATE will provide a list of AT&T-21STATE telecommunications equipment which AT&T-21STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-21STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within five (5) Business Days of Collocator's written request.
- 3.18.4 In the event AT&T-21STATE believes that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

### 3.19 Compliance Certification:

- 3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

### 3.20 Re-Entry:

- 3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such

abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.

3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.

3.20.3 Limitations:

3.20.3.1 AT&T-21STATE is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T-21STATE would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T-21STATE will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to AT&T-21STATE, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

3.21.1 AT&T-21STATE permits Collocator via the AT&T-21STATE AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if AT&T-21STATE and Collocator mutually agree to such placement, in AT&T-21STATE's Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

3.21.2 AT&T-21STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-21STATE will provide the necessary backup power to help protect against power outages.

3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on AT&T-21STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.

3.21.5 Physical Collocation: AT&T-21STATE will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-21STATE will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and AT&T-21STATE AISs with AT&T-21STATE's policies and practices pertaining to fire, safety and security (e.g., the Collocator must comply with 4.10 below of this Attachment).

3.21.6 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-21STATE, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.21.7 AT&T-21STATE will not accept delivery of nor responsibility for any correspondence and/or equipment



delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-21STATE and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-21STATE AIS.

### 3.21.8 Upkeep of Physical Collocation Arrangement:

3.21.8.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

### 3.22 Pre-visits for Physical Collocation Only:

3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to AT&T-21STATE's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-21STATE or the Physical Collocator has not yet submitted an access request form to AT&T-21STATE, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-21STATE security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-21STATE employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-21STATE to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-21STATE security escort will be required whenever the Physical Collocator or its approved agent or AT&T-21STATE AIS requires access to the entrance manhole. AT&T-21STATE will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-21STATE AIS or Guest(s) fails to show up for the scheduled escort appointment. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-21STATE site-specific drawings or make any notations.

### 3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and AT&T-21STATE AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide AT&T-21STATE with notice at the time of dispatch of its own employee or AT&T-21STATE AIS to an Eligible Structure in accordance with applicable CLEC Handbook requirements.

3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-21STATE AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T-21STATE the completed form for all employees and AIS requiring access to AT&T-21STATE's Premises at least thirty (30) Days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-21STATE expedite the issuance of the access keys/cards and/or ID cards, and AT&T-21STATE will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.3 Any access key/cards and/or ID cards provided by AT&T-21STATE to the Physical Collocator for its employees and AT&T-21STATE AIS may not be duplicated under any circumstances.

3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and AT&T-21STATE AIS contracted by the Collocator to perform work on the Collocator's

behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and AT&T-21STATE AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific AT&T-21STATE Premise.

3.23.5 Lost or Stolen Access Devices:

3.23.5.1 The Physical Collocator shall immediately notify AT&T-21STATE in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T-21STATE to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, or an AT&T-21STATE AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule

3.23.7 Threat to Personnel, Network or Facilities:

3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-21STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-21STATE standards for flame and smoke ratings, (e.g., no combustibles). Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, AT&T-21STATE AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T-21STATE Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T-21STATE, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 AT&T-21STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 AT&T-21STATE shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein AT&T-21STATE maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-21STATE may at its option, elect to offer this maintenance alternative in one (1) or more of its COs, and in one (1) or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, (e.g., cardboard boxes, paper, packing material, etc.). Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-21STATE AIS Requirements:

3.29.1 Collocator shall select a supplier which has been approved as an AT&T-21STATE AIS to perform all engineering and installation work. The Collocator's AT&T-21STATE AIS must follow and comply with all of AT&T-21STATE's specifications and the following AT&T-21STATE Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-21STATE AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-21STATE AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-21STATE AIS is available on AT&T CLEC Online website. The Collocator's AT&T-21STATE AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-21STATE's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-21STATE AIS is used by Collocator, the AT&T-21STATE AIS shall bill Collocator directly for all work performed for Collocator. AT&T-21STATE shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-21STATE AIS. AT&T-21STATE shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

3.30.1 AT&T-21STATE will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-21STATE will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. AT&T-21STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-21STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

3.31.1 AT&T-21STATE shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-21STATE will update this document within ten (10) Days of the date at which an Eligible Structure runs out of such Collocation space.

3.31.2 AT&T-21STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-21STATE shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

### 3.32 Legitimately Exhausted:

3.32.1 Before AT&T-21STATE may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-21STATE must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-21STATE's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-21STATE may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T-21STATE may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T-21STATE or for future use by AT&T-21STATE or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. AT&T-21STATE may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

### 3.33 AT&T-21STATE's Right of Access:

3.33.1 AT&T-21STATE, its employees, and other AT&T-21STATE authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-21STATE hereunder, and for any other purpose deemed reasonable by AT&T-21STATE.

3.33.2 AT&T-21STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of AT&T-21STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-21STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

### 3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.34.1.2 Its equipment;

3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and AT&T-21STATE's designated demarcation;

3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and AT&T-21STATE's designated power source;

3.34.1.5 Required point of termination cross connects in the Dedicated Space;

3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;

3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).

3.34.2 AT&T-21STATE neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

### 3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's AT&T-21STATE AIS will install no later than two (2) Business Days prior to the

scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under Section 251(c)(2) or access to AT&T-21STATE's 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by AT&T-21STATE. The Collocator will, at its expense, provide the following:

- 3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
- 3.35.1.2 Its equipment;
- 3.35.1.3 Interconnection facilities between the Collocator's equipment area and AT&T-21STATE's designated demarcation;
- 3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T-21STATE's designated power source;
- 3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);
- 3.35.1.6 All unique tools and test equipment;
- 3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;
- 3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;
- 3.35.1.9 All training as described in Section 4.11.3.1 below;
- 3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on AT&T-21STATE property. Suitable replacements are to be immediately provided to AT&T-21STATE to restore equipment.
- 3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-21STATE CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.
- 3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

#### **4.0 Limitation of Liability**

- 4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.
  - 4.1.1 Both AT&T-21STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.2 Third Parties: The Parties acknowledge the following: that AT&T-21STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.3 In addition to any other applicable limitation, neither AT&T-21STATE nor the Collocator shall have any liability with respect to any act or omission by any other, regardless of the degree of culpability of any other, except in instances involving gross negligence or willful actions by either AT&T-21STATE or the Collocator or its agents or employees.
- 4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-21STATE's or other CLEC's premises, or any outage in AT&T-21STATE's or other CLEC's network, which is a result of the installation, operation,

or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance, or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.

4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.

4.6 Insurance:

4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.

4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.6.3 The Collocator shall also require all AT&T-21STATE AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.

4.8 Indemnification of AT&T-21STATE:

4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's AT&T-21STATE AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, AT&T-21STATE shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, AT&T-21STATE has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T-21STATE opts not to rebuild, then AT&T-21STATE shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, AT&T-21STATE must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

4.9.1.2 Any obligation on the part of AT&T-21STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-21STATE.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty

that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-21STATE's opinion be advisable, AT&T-21STATE, at its option, may terminate services provided via this Attachment. AT&T-21STATE shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

#### 4.11 Security:

- 4.11.1 AT&T-21STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-21STATE may use security measures expressly allowed by the FCC. In addition, AT&T-21STATE may impose security arrangements as stringent as the security arrangements AT&T-21STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-21STATE may impose the more stringent requirements. AT&T-21STATE will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-21STATE's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.
- 4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-21STATE AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 4.11.3 Collocator shall provide its employees and/or the AT&T-21STATE AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-21STATE Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-21STATE reserves the right to remove from an AT&T-21STATE Premise any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-21STATE's policies as outlined in the CLEC Security Training documents.
  - 4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-21STATE's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-21STATE's own employees and authorized contractors must undergo. AT&T-21STATE will not, however, require Collocator to receive security training from AT&T-21STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.
  - 4.11.3.2 Collocator and AT&T-21STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-21STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-21STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-21STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-21STATE property:
    - 4.11.3.2.1 Theft or destruction of AT&T-21STATE's or Collocator's property;
    - 4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-21STATE property;
    - 4.11.3.2.3 Threats or violent acts against other persons on AT&T-21STATE property;
    - 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-21STATE property;
    - 4.11.3.2.5 Permitting unauthorized persons access to AT&T-21STATE or Collocator's equipment on AT&T-21STATE property; and

#### 4.11.3.2.6 Carrying a weapon on AT&T-21STATE property.

4.11.3.3 In addition, AT&T-21STATE reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-21STATE Premises or involving AT&T-21STATE's or another collocated Telecommunications Carrier's property or personnel, provided that AT&T-21STATE shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-21STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-21STATE reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-21STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-21STATE or the Collocator.

4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given.

4.11.3.4.1 AT&T-21STATE's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-21STATE's equipment. AT&T-21STATE's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-21STATE's space. To the extent that AT&T-21STATE is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-21STATE's expense.

4.11.3.4.2 AT&T-21STATE's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-21STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

## 5.0 Collocation Space

### 5.1 Use of Collocation Space:

#### 5.1.1 Nature of Use – Equipment Permitted to be Collocated

5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with AT&T-21STATE at a level equal in quality to that which AT&T-21STATE obtains within its own network or AT&T-21STATE provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.



- 5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications Carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.
- 5.1.1.4 AT&T-21STATE will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T-21STATE may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T-21STATE in a timely manner.
- 5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one (1) or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-21STATE's property.
- 5.2 Demarcation Point - AT&T-21STATE
  - 5.2.1 AT&T-21STATE will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and AT&T-21STATE's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T-21STATE shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an AT&T-21STATE AIS Tier 1 to installing their interconnection cabling to the AT&T-21STATE designated demarcation point.
  - 5.2.2 The Physical Collocator or its AT&T-21STATE AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
  - 5.2.3 The Virtual Collocator via its AT&T-21STATE AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. AT&T-21STATE will maintain the Virtual Collocation arrangement.
- 5.3 Types of Available Physical Collocation Arrangements:
  - 5.3.1 AT&T-21STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the CLEC Handbook so that Collocator will have a variety of Collocation options from which to choose.
  - 5.3.2 Caged Physical Collocation:
    - 5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-21STATE within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under Section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, AT&T-21STATE will not provide the Physical Collocator with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.
    - 5.3.2.2 AT&T-21STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment

(minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an AT&T-21STATE Premises will not be responsible for the entire cost of site preparation and security.

- 5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T-21STATE in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.
- 5.3.3 Shared Caged Collocation:
  - 5.3.3.1 AT&T-21STATE will provide Shared Caged Collocation as set forth in the CLEC Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.
- 5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):
  - 5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the AT&T-21STATE Premises is located within a leased space and AT&T-21STATE is prohibited by said lease from offering such an option to the Physical Collocator. AT&T-21STATE shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between AT&T-21STATE and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T-21STATE and the Physical Collocator.
  - 5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the Party responsible to AT&T-21STATE for the assessment and payment of all rates and/or charges pursuant to this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Guest. In addition to the above, the Physical Collocator shall be the responsible Party to AT&T-21STATE for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).
  - 5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T-21STATE to request the provisioning of interconnecting facilities between AT&T-21STATE and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable Guest's Interconnection Agreement with AT&T-21STATE.
- 5.3.5 Cageless Collocation:
  - 5.3.5.1 AT&T-21STATE will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T-21STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-21STATE's equipment as needed.
  - 5.3.5.2 AT&T-21STATE shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.
  - 5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations

(e.g., special cable racking or isolated ground plane), AT&T-21STATE shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

#### 5.4 Adjacent On-Site Collocation:

- 5.4.1 Where Physical Collocation space within the AT&T-21STATE CO is Legitimately Exhausted AT&T-21STATE will permit the Physical Collocator to Physically Collocate on AT&T-21STATE's property in the Physical Collocator's adjacent structures similar to structures that AT&T-21STATE uses to house Telecommunication Equipment, to the extent Technically Feasible.
- 5.4.2 AT&T-21STATE and CLEC will mutually agree on the location of the designated space on AT&T-21STATE premises where the Adjacent Structure will be placed. AT&T-21STATE will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.
- 5.4.3 AT&T-21STATE will offer the following increments of power to the Adjacent Structure:
  - 5.4.3.1 a standard offering of one hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists; or
  - 5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.
- 5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.
- 5.4.5 AT&T-21STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
- 5.4.6 AT&T-21STATE shall permit the Physical Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's AT&T-21STATE AIS. Accordingly, AT&T-21STATE will not provide the Physical Collocator's personnel or agents with direct access to AT&T-21STATE's MDF, with the exception of the AT&T-21STATE's AIS Tier 1.
- 5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and AT&T-21STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.
- 5.4.9 In the event that interior space in an Eligible Structure becomes available, AT&T-21STATE will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.
- 5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T-21STATE Eligible

Structure, AT&T-21STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have AT&T-21STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.

#### 5.4.11 Adjacent On-site Planning Fee:

5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-21STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

#### 5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of Interconnection under Section 251(c)(2) to AT&T-21STATE or access to AT&T-21STATE provided 251(c)(3) UNEs is ordered as set forth in AT&T-21STATE's CLEC Handbook for Virtual Collocation. AT&T-21STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. AT&T-21STATE will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

### 6.0 **Reports**

#### 6.1 Space Availability Report:

6.1.1 CLEC may request a space availability report prior to its application for Collocation space within AT&T-21STATE's Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-21STATE is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T-21STATE Premises for which the space availability report was requested by CLEC.

6.1.2 Fees for such reports are shown in the Pricing Schedule.

### 7.0 **Application Process**

7.1 AT&T-21STATE will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-21STATE will follow the Collocation Application ("Application") process in the AT&T-21STATE's CLEC Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-21STATE's CLEC Online website and will pay AT&T-21STATE an initial Planning/Application Fee as found in the Pricing Schedule.

#### 7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing AT&T-21STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, (e.g., caged, cageless, or other, as well as adequate information), (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-21STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-21STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

## 7.2 Complete and Accurate Application Review Process:

- 7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-21STATE will begin development of the quotation.
- 7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-21STATE will not select for Collocator the type of Collocation to be ordered.
- 7.2.3 All applicable NRCs are required to be paid to AT&T-21STATE prior to the Collocation space being turned over to the Collocator. AT&T-21STATE processes the payment of the aforementioned NRCs in two installments: Fifty percent (50%) of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T-21STATE with the remaining fifty percent (50%) payment due two (2) weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

## 7.3 Space Unavailability Determination and Resolution:

- 7.3.1 In responding to an Application request if space is not available, AT&T-21STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-21STATE knows when additional Collocation space may become available at the AT&T-21STATE CO requested by Collocator such information will be provided to Collocator in AT&T-21STATE's written denial of Collocation Space. AT&T-21STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.
- 7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When AT&T-21STATE's response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-21STATE will bill the applicable Application/Planning fee.
- 7.3.3 In the event of a denial, AT&T-21STATE will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T-21STATE will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:
  - 7.3.3.1 central office common language location identifier (CLLI);
  - 7.3.3.2 the identity of the requesting Collocator;
  - 7.3.3.3 amount of space requested by the Collocator;
  - 7.3.3.4 the total amount of space at the AT&T-21STATE premises;
  - 7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the CLEC Handbook);
  - 7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines; if any,
  - 7.3.3.7 CO rearrangement/expansion plans; if any,
  - 7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.
- 7.3.4 In the event AT&T-21STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-21STATE's designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

- 7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-21STATE representative and the representative the Collocator, who will participate in the tour.
- 7.3.6 AT&T-21STATE will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T-21STATE's representative will accompany and supervise the Collocator agent on the inspection tour.
- 7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T-21STATE. The Collocator and AT&T-21STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-21STATE reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-21STATE to justify the basis for any denial of collocation requests.

#### 7.4 Revisions:

- 7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a quote being accepted by the Collocator, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE.
- 7.4.2 Once AT&T-21STATE has provided the quote and CLEC has accepted the quote and authorized AT&T-21STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.

#### 7.5 Augments:

- 7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.
- 7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, AT&T-21STATE will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, AT&T-21STATE shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.
- 7.5.3 Several types of Augments are identified in the Collocation Section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:
  - 7.5.3.1 100 Copper cable pair connections
  - 7.5.3.2 28 DS1 connections; and/or
  - 7.5.3.3 1 DS3 connections; and/or
  - 7.5.3.4 24 fiber connections

- 7.6 For all Augments other than provided above, AT&T-21STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T-21STATE's CLEC Handbook at the AT&T CLEC Online website.

#### 7.7 Interconnection & Power Cabling:

- 7.7.1 CLEC must use an AT&T-21STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

### 8.0 Augment Application

- 8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after the quote is accepted by the Collocator, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-21STATE when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-21STATE shall determine what modifications, if any, to the AT&T-21STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-21STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

## **9.0 Cancellation Prior to Due Date**

- 9.1 In the event that the Collocator cancels its Collocation Application after AT&T-21STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-21STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-21STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-21STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

## **10.0 Occupancy – Physical Collocation Only**

- 10.1 Unless there are unusual circumstances related to occupancy of the space, AT&T-21STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-21STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-21STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.
- 10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-21STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-21STATE. The agreed upon exceptions shall be corrected by AT&T-21STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-21STATE's expense. AT&T-21STATE will then establish a new Space Ready Date.
- 10.3 Upon completion of corrections described in Section 10.2, AT&T-21STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within fifteen (15) Days, the space shall be deemed acceptable. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Space Ready Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
- 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-21STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-21STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-21STATE COs before AT&T-21STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of

any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.

10.6 For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-21STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-21STATE's network or to obtain access to AT&T-21STATE's 251(c)(3) UNEs.

10.7 Early Space Acceptance:

10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.

10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-21STATE's network pursuant to Section 251(c)(2) or used to obtain access to AT&T-21STATE 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-21STATE has completed its work as required by the complete and accurate Collocation Application.

10.8 Reclamation of Dedicated Space:

10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-21STATE to obtain access to AT&T-21STATE 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-21STATE has the right to reclaim the Dedicated Space. AT&T-21STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-21STATE or obtain access to AT&T-21STATE 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

10.8.2 If the Physical Collocator causes AT&T-21STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-21STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

## **11.0 Efficiently Used**

11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-21STATE's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that AT&T-21STATE holds Unused Space for future use.

11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g., DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-21STATE.

## **12.0 Relocation**

12.1 AT&T-21STATE Requested Relocation:

12.1.1 When AT&T-21STATE determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-21STATE



will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.

- 12.1.2 If the relocation occurs for reasons other than an emergency, AT&T-21STATE will provide the resident Collocator(s) with at least one hundred eighty (180) Days advance written Notice prior to the relocation.
- 12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment space. The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.
- 12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-21STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in AT&T-21STATE's reasonable discretion.
- 12.1.5 A Collocator's presence in AT&T-21STATE COs or adjacent space Collocation structures must not prevent AT&T-21STATE from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

## 12.2 CLEC Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, AT&T-21STATE shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.
- 12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

## 12.3 Virtual to Physical Relocation:

- 12.3.1 In the event Physical Collocation space was previously denied in an AT&T-21STATE CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).
- 12.3.2 Collocator must arrange with an AT&T-21STATE AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

## 13.0 **Complete Space Discontinuance**

### 13.1 Collocator Requested Termination of the Collocation Space:

- 13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection

cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).

- 13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the Space Ready Date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T-21STATE (see Space Reassignment Section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.
- 13.1.3 Upon termination the Collocation Space will revert back to AT&T-21STATE's space inventory.
- 13.1.4 The Collocator shall return the Collocation space to AT&T-21STATE in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.
- 13.1.5 Collocator's AT&T-21STATE AIS shall be responsible for informing AT&T-21STATE personnel of any required updates and/or changes to AT&T-21STATE's records that are required in accordance with AT&T-21STATE's TP specifications.
- 13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.
- 13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by AT&T-21STATE at the expense of the Collocator.
- 13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space
- 13.1.9 The Virtual Collocator will work cooperatively with AT&T-21STATE to remove the Collocator's equipment and facilities via use of AT&T-21STATE AIS from AT&T-21STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. AT&T-21STATE is not responsible for and will not guarantee the condition of such equipment removed by any Party.
- 13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.
- 13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, AT&T-21STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-21STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.
- 13.2 Space Reassignment also known as Transfer of Ownership:
  - 13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of AT&T-21STATE. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:
    - 13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an

approved Interconnection Agreement with AT&T-21STATE.

- 13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date AT&T-21STATE turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. AT&T-21STATE's obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date AT&T-21STATE makes available the Collocation Arrangement to the Collocator Assignee.
- 13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 13.2.1.4 Collocator Assignee will defend and indemnify AT&T-21STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-21STATE equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T-21STATE harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-21STATE equipment and other items.
- 13.2.3 AT&T-21STATE in its response to the Application will provide a price quote. AT&T-21STATE and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.
- 13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that AT&T-21STATE will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).
- 13.3 Interconnection Termination Reduction:
  - 13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.
  - 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T-21STATE will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the

interconnection cable and cut and cap cables up to the AT&T-21STATE rack level. Collocator must use the AT&T-21STATE AIS for this procedure and AT&T-21STATE AIS must follow the appropriate TP found on AT&T CLEC Online website.

#### **14.0 Fiber Optic Cable and Demarcation Point**

##### **14.1 Fiber Optic Cable Entrance Facilities:**

14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.

14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T-21STATE, and leaving sufficient length of the cable in the manhole for AT&T-21STATE to fully extend the Collocator-provided facilities to the designated point in the cable vault.

14.1.2.1 The Physical Collocator's AT&T-21STATE AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.

14.1.2.2 For a Virtual Collocation arrangement AT&T-12STATE will splice the Collocator provided entrance fiber to an AT&T-12STATE fiber cable terminated on AT&T-12STATE's Fiber distribution frame.

14.1.2.3 The Virtual Collocator's AT&T-9STATE AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Virtual Collocation Dedicated Space.

14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) Days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) Day extension by notifying AT&T-21STATE, no later than fifteen (15) Days prior to the end of the one hundred twenty (120) Day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.

14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or Virtual Collocation. In addition, AT&T-21STATE requires this fiber to be yellow or black with yellow striped sheath.

14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to AT&T-21STATE or the Commission that use of such cable will not impair AT&T-21STATE's ability to service its own End Users or subsequent Collocators. For AT&T -12STATE, Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).

14.6 AT&T-21STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T-21STATE has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible. Where such dual points of entry are not available, when AT&T-21STATE performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).

14.7 AT&T-21STATE will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-21STATE also has access to more than two such entry points. Where AT&T-21STATE performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-21STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-21STATE and the Collocator(s).

#### **15.0 Entrance Facility Conduit to Vault, Per Cable Sheath**

15.1 All procedures for CLEC Entrance Facility Conduit can be found in the CLEC Handbook.

**16.0 Virtual Collocation – Cooperative Responsibilities**

- 16.1 The Virtual Collocator will work cooperatively with AT&T-21STATE to develop implementation plans including timelines associated with:
- 16.1.1 Placement of Collocator's fiber into the CO vault;
  - 16.1.2 Location and completion of all splicing;
  - 16.1.3 Completion of installation of equipment and facilities;
  - 16.1.4 Removal of above facilities and equipment;
  - 16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-21STATE on anticipated additional Virtual Collocation requirements;
  - 16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-21STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-21STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-21STATE personnel are properly trained on Collocator equipment.
- 16.2 Installation of Virtual Collocation Equipment:
- 16.2.1 AT&T-21STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
  - 16.2.2 AT&T-21STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.
  - 16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by an AT&T-21STATE AIS.
  - 16.2.4 The Collocator and AT&T-21STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-21STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:
- 16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-21STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-21STATE COs and AT&T-21STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-21STATE on the Collocator's facilities and equipment.
  - 16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the trouble.
  - 16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.
  - 16.3.4 The Collocator will request any and all maintenance by AT&T-21STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-21STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
  - 16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-21STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.
- 16.4 Alarm Maintenance:
- 16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

- 16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-21STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

## **17.0 Interconnection to Others within the same Eligible Structure**

- 17.1 Upon quote being accepted by the Collocator, AT&T-21STATE will permit the Collocator to construct, via an AT&T-21STATE AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-21STATE imposes on its own equipment.
- 17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.
- 17.1.2 The Collocator must utilize an AT&T-21STATE AIS Tier 1 to place the CLEC to CLEC connection.
- 17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.
- 17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.
- 17.1.5 The CLEC to CLEC connection shall utilize AT&T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.

## **18.0 Extraordinary Charges, Special Construction and Custom Work/ICB Charges**

- 18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-21STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g., volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g., construction that will benefit only the requesting Collocator).
- 18.1.1 AT&T-21STATE may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-21STATE commencing such work.
- 18.1.3 AT&T-21STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.
- 18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of AT&T-21STATE's price quote. Construction will not begin until receipt of the Collocator's signed acceptance.
- 18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-21STATE or other Collocators except on a pro-rated basis where reasonable.

## **19.0 DC Power Arrangement Provisioning and Power Reduction**

- 19.1 In a CO AT&T-21STATE shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-21STATE Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-21STATE AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent

Applications. Collocator is also responsible for contracting with an AT&T-21STATE AIS Tier 1 to run the power distribution feeder cable from the AT&T-21STATE Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-21STATE AIS Tier 1 contracted by Collocator must provide AT&T-21STATE with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-21STATE will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-21STATE AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-21STATE AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 19.2 AT&T-21STATE will permit Collocator to request DC power in ten (10) amp increments up to one hundred (100) amps from the AT&T-21STATE Power source.
- 19.3 Collocator Interconnect Power Panel (CIPP) – (Options):
  - 19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity must be provided by the Collocator's AT&T-21STATE AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-21STATE technical support. See the CLEC Handbook for additional information.
- 19.4 Eligible Structure Ground Cable Arrangement, Each:
  - 19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T-21STATE provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-21STATE equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.
- 19.5 Power Reduction:
  - 19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an AT&T-21STATE AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-21STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.
  - 19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-21STATE BDFB or an AT&T-21STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.
  - 19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-21STATE BDFB (e.g., power arrangements less than or equal to a fifty (50) amp A feed and a fifty

(50) amp B feed) the Collocator must hire an AT&T-21STATE AIS Tier 1 to coordinate fuse changes at the AT&T-21STATE BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-21STATE Power Plant (e.g., power arrangements consisting of a one hundred (100) amp A feed and a one hundred (100) amp B feed and above), the Collocator must hire an AT&T-21STATE AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-21STATE power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-21STATE's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-21STATE AIS Tier 1 will perform the power cable removal work up to the rack level. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-21STATE rack level. Collocator must use an AT&T-21STATE AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g., reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to ten (10) amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

## **20.0 Collocation in CEVs, Huts and Cabinets**

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEVs), Huts and Cabinets and other AT&T-21STATE owned or controlled premises where Collocation is practical and Technically Feasible, (e.g., where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment).

20.2 AT&T-12STATE will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation.

20.3 AT&T-21STATE: RT Collocation Arrangements - AT&T-21STATE shall make available -48V DC power for Collocator's RT Collocation arrangement at an AT&T-21STATE power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.



## **ATTACHMENT 13 – 251(c)(3) UNEs**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 INTRODUCTION.....	3
2.0 DEFINITIONS .....	3
3.0 GENERAL PROVISIONS .....	5
4.0 RESPONSIBILITIES OF THE PARTIES .....	6
5.0 CROSS-CONNECTS/CENTRAL OFFICE CHANNEL INTERFACES (COCI).....	7
6.0 NEW COMBINATIONS, CONVERSIONS, COMMINGLING AND EELS .....	7
7.0 NETWORK INTERFACE DEVICE (NID) .....	13
8.0 UNE LOOP .....	13
9.0 UNE DS1 AND DS3 DEDICATED TRANSPORT .....	16
10.0 UNE DEDICATED TRANSPORT DARK FIBER .....	19
11.0 ROUTINE NETWORK MODIFICATIONS FOR UNE LOOPS, UNE DS1, DS3 AND DARK FIBER DEDICATED TRANSPORT .....	20
12.0 911/E911 DATABASE .....	21
13.0 OPERATIONS SUPPORT SYSTEMS (OSS) FUNCTIONS .....	21
14.0 NON-IMPAIRED WIRE CENTER CRITERIA AND RELATED PROCESSES .....	21
15.0 FUTURE WIRE CENTER DESIGNATIONS .....	24
16.0 TRANSITION PROCEDURES OF DS1/DS3 UNE LOOPS, DS1/DS3 DEDICATED TRANSPORT OR DARK FIBER DEDICATED TRANSPORT ARRANGEMENTS IMPACTED BY WIRE CENTER DESIGNATION(S) .....	25

**1.0 INTRODUCTION**

- 1.1 This Attachment sets forth the terms and conditions pursuant to which AT&T-21STATE will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as “251(c)(3) UNEs” or “UNEs”) for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in AT&T-21STATE's incumbent local Exchange areas.
- 1.2 AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that are not 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.
- 1.3 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an Unbundled Network Element or 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern, unless such Declassification includes an FCC or Commission ordered transition period.
- 1.4 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs.
- 1.5 251(c)(3) UNEs provided to CLEC under the provisions of this Attachment shall remain the property of AT&T-21STATE.
- 1.6 Subject to the terms herein, AT&T-21STATE is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. AT&T-21STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.
- 1.7 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T-21STATE for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of its End User's service.
- 1.8 The Parties intend that this Attachment contains the sole and exclusive terms and conditions by which CLEC will obtain UNEs from AT&T-21STATE. Accordingly, except as may be specifically permitted by this Attachment, and then only to the extent permitted, CLEC and its Affiliates hereby fully and irrevocably waive any right or ability any of them might have to purchase any UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-21STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-21STATE to enforce the foregoing (including if AT&T-21STATE fails to reject or otherwise block orders for, or provides or continues to provide, UNEs, or otherwise, under tariff) 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. At its option, AT&T-21STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-21STATE may process any such order as being submitted under this Attachment and, further, may convert any element provided under tariff, to this Attachment effective as of the later in time of (i) the Effective Date of this Agreement, or (ii) the submission of the order by CLEC.

**2.0 DEFINITIONS**

- 2.1 AT&T-21STATE Premise(s) means as defined in Attachment 12 – Collocation.
- 2.2 “Building” or “same building” means a structure under one (1) roof or two (2) or more structures on one (1) premises which are connected by an enclosed or covered passageway.
- 2.3 “Commingling” or “Commingled Arrangement” means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from

AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. Commingling in its entirety (the ability of CLEC to Commingle, AT&T-21STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-21STATE offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).

- 2.4 "Declassified UNE" or "Declassified" means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.
- 2.5 "Declassification Event means any Change in Law Event that relieves AT&T-21STATE from obligations that gave rise to the terms and conditions set forth in this Attachment e.g. Section 251(c)(3) of the Act.
- 2.5 "Demarcation Point" means the point on the loop where AT&T-21STATE's control of the wire ceases and the End User's control (or in the case of some multi-unit premises, the landlord's control) of the wire begins.
- 2.7 "Enhanced Extended Link (EEL)" means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities) subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Attachment (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.8 "Fiber to the Curb (FTTC) Loops" means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC 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 five hundred (500) feet from the respective End User's premises.
- 2.9 "Fiber to the Home (FTTH) Loops" means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).
- 2.10 "Hybrid UNE Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-21STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).
- 2.11 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an AT&T-21STATE central office and the UNE Loop Demarcation Point at an End User premises. Facilities that do not terminate at a Demarcation Point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute UNE Loops. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T-21STATE.
- 2.12 "Network Interface Device (NID)" means any interconnection of End User premises wiring to AT&T-21STATE's distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User's inside wire.
- 2.13 "Ratcheting" means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 2.14 "Route" means a transmission path between one of AT&T-21STATE's Wire Centers or switches and another of AT&T-21STATE's Wire Centers or switches. A Route between two points (e.g., Wire Center or switch "A" and Wire Center