

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY
AND AT&T NORTH CAROLINA, PACIFIC BELL TELEPHONE COMPANY
D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T MISSOURI AND AT&T OKLAHOMA**

AND

**CEBRIDGE TELECOM CA, LLC D/B/A SUDDENLINK
COMMUNICATIONS; MERCURY VOICE AND DATA, LLC D/B/A
SUDDENLINK COMMUNICATIONS; CEBRIDGE TELECOM NC, LLC;
CEBRIDGE TELECOM KY, LLC D/B/A SUDDENLINK
COMMUNICATIONS; AND CEBRIDGE TELECOM OK, LLC**

Signature: eSigned - Timothy A. Thompson

Signature: eSigned - Kristen E. Shore

Name: eSigned - Timothy A. Thompson
 (Print or Type)

Name: eSigned - Kristen E. Shore
 (Print or Type)

Title: Vice President Telephony Operations
 (Print or Type)

Title: Director
 (Print or Type)

Date: 30 Apr 2014

Date: 01 May 2014

Cebridge Telecom CA, LLC d/b/a Suddenlink Communications; Mercury Voice and Data, LLC d/b/a Suddenlink Communications; Cebridge Telecom NC, LLC; Cebridge Telecom KY, LLC d/b/a Suddenlink Communications; and Cebridge Telecom OK, LLC

BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY and AT&T NORTH CAROLINA, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T MISSOURI and AT&T OKLAHOMA by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
CALIFORNIA	---	388E
KENTUCKY	---	238H
MISSOURI	310E	159E
NORTH CAROLINA	---	703F
OKLAHOMA	---	390E

Description	ACNA Code(s)
ACNA(s)	JSD, OCE, EBO, KSD, MQY, YSD

**AMENDMENT TO THE AGREEMENT
 BETWEEN
 CEBRIDGE TELECOM CA, LLC DBA SUDDENLINK COMMUNICATIONS,
 CEBRIDGE TELECOM KY, LLC DBA SUDDENLINK COMMUNICATIONS,
 MERCURY VOICE AND DATA, LLC DBA SUDDENLINK
 COMMUNICATIONS AND CEBRIDGE TELECOM NC, LLC
 AND
 BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY
 AND AT&T NORTH CAROLINA, PACIFIC BELL TELEPHONE COMPANY
 D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
 COMPANY D/B/A AT&T MISSOURI AND AT&T OKLAHOMA**

This Amendment (the "Amendment") amends the multistate Interconnection Agreement by and between Bellsouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T KENTUCKY") and AT&T North Carolina; Pacific Bell Telephone Company d/b/a AT&T California, and Southwestern Bell Telephone Company d/b/a AT&T Missouri and AT&T Oklahoma ("AT&T") and Cebridge Telecom CA, LLC d/b/a Suddenlink Communications; Mercury Voice and Data, LLC d/b/a Suddenlink Communications; Cebridge Telecom NC, LLC; Cebridge Telecom KY, LLC d/b/a Suddenlink Communications; and Cebridge Telecom OK, LLC (f/k/a Cebridge Telecom OK, LLC d/b/a Suddenlink Connections d/b/a Suddenlink Communications and Cebridge Telecom OK, LLC d/b/a Cebridge Connections d/b/a Cebridge Communications) (collectively "CLEC" or "Cebridge"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an effective multistate Interconnection Agreement in Kentucky, North Carolina, California, Missouri and Oklahoma negotiated pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"). The Agreement was approved in 2013, by the respective state Public Service Commissions in the states listed above (the "Agreement"); and

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "Cebridge Telecom OK, LLC d/b/a Cebridge Connections d/b/a Cebridge Communications and Cebridge Telecom OK, LLC d/b/a Suddenlink Connections d/b/a Suddenlink Communications" to "Cebridge Telecom OK, LLC".
3. AT&T Oklahoma shall reflect that name change reflected in paragraph 2, above, only for the main billing account (header card) for each of the accounts previously billed to Cebridge Telecom. AT&T Oklahoma shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Oklahoma's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Cebridge affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Cebridge Telecom with AT&T Oklahoma for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Cebridge shall operate with AT&T Oklahoma under the "Cebridge Telecom OK, LLC" name for those accounts. Such operation shall include, by way of example only,

submitting orders under Cebridge, and labeling (including re-labeling) equipment and facilities with Cebridge. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T Oklahoma to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T Oklahoma to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. Notwithstanding any provision or interpretation of the Agreement, CLEC certifies that it will be operating under and submitting its orders in the states of Kentucky and North Carolina with the Carrier Identification Code ("CIC"), which has been issued by North American Numbering Plan Administration ("NANPA") to CLEC's parent company, Cebridge Telecom Limited, LLC ("Cebridge"); and that CLEC will be operating under and submitting its orders in the states of Kentucky and North Carolina with the Access Customer Name Abbreviation ("ACNA") which has been issued by iconectiv (fka Telcordia Technologies, Inc. ("iconectiv")) to CLEC's parent company, Cebridge. CLEC shall provide the Cebridge CIC and ACNA via the CLEC Profile in the states of Kentucky and North Carolina within ten (10) calendar days following the Amendment Effective Date. CLEC also certifies and represents that it is duly authorized to use the CIC and ACNA listed herein, and that all charges due under this Agreement for orders submitted in the states of Kentucky and North Carolina by CLEC using this CIC and ACNA will be the responsibility of CLEC. The Parties agree to use this same Cebridge CIC and ACNA combination for all products or services ordered in the states of Kentucky and North Carolina by CLEC pursuant to this Agreement.
6. The Parties agree to add the language in Section 6.13.3 AT&T SOUTHEAST REGION 9-STATE Jurisdictional Reporting Process to include the following:
 - 6.13.3.5 CLEC shall use the Cebridge CIC which has been issued by NANPA and the Cebridge ACNA which has been issued by iconectiv (fka Telcordia Technologies, Inc.) ("iconectiv") when utilizing the Jurisdictional Reporting Process to report CLEC jurisdictional factors to AT&T SOUTHEAST REGION 9-STATE.
7. The Parties agree to add the following language to the General Terms and Conditions as Section 16.9:

16.9 Joint and Several Liability

- 16.9.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party entity or affiliate places orders under this Agreement using CLEC's company codes or identifiers, CLEC shall be jointly and severally liable along with all such entities for CLEC's obligations under this Agreement.
8. The Parties agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the States of Kentucky and Oklahoma.
9. Pricing Sheet. The Parties agree to add the Transit Traffic Service Rates reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Attachment, Exhibit B.
10. The Parties agree to add the following language as Section 4.3.3.3.2 in Attachment 2 of the Agreement.

4.3.3.3.2 **AT&T KENTUCKY** Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

In addition to the trunk group architecture option in Section 4.3.3.3.1 above, a supergroup architecture option upon mutual agreement may be established in Kentucky. The Parties acknowledge that the supergroup architecture, as defined herein, is CLEC's preferred method for establishing trunks to exchange Local Traffic and Transit Traffic.

Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and CLEC's Transit Traffic are exchanged on a single two-way trunk group between CLEC and **AT&T KENTUCKY** to provide IntraTandem Access to CLEC. This trunk group carries Transit Traffic between CLEC and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with **AT&T KENTUCKY** and other network providers with which CLEC desires to exchange traffic. This trunk group also carries CLEC originated Transit Traffic transiting a single **AT&T KENTUCKY** Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. **AT&T KENTUCKY** originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to CLEC. However, where CLEC is responsive in a timely manner to **AT&T KENTUCKY**'s transport needs for its originated traffic, **AT&T KENTUCKY** originating traffic will be placed on the supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable **AT&T KENTUCKY** tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit C.

11. The Parties agree to replace the AT&T Contact information in Section 20.3 of the General Terms and conditions with the following:

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

AMENDMENT – NAME CHANGE, CARRIER IDENTIFICATION CODE/ ACCESS CUSTOMER NAME ABBREVIATION AND ADD TRANSIT /AT&T-
22STATE

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CEBRIDGE TELECOM
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15. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

EXHIBIT A

TRANSIT TRAFFIC SERVICE

EXHIBIT A

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EXHIBIT A

1.0 Introduction

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

2.0 Definitions

- 2.1 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "End Office" or "End Office Switch" is an **AT&T KENTUCKY and/or AT&T OKLAHOMA** switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.4 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.5 "ISP-Bound Traffic", for the purposes of this Transit Traffic Service Attachment is defined as Telecommunications Traffic exchanged between CLEC's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier.
- 2.6 "IntraLATA Toll Traffic" is defined as traffic exchanged between CLEC's end users and the end users of a Third Party Terminating Carrier which subtends an **AT&T KENTUCKY and/or AT&T OKLAHOMA** Tandem, whereby the Transit Traffic originates in one mandatory local calling area and terminates in a different mandatory local calling area but where both mandatory local calling areas are within the same LATA. Such IntraLATA Toll Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). For purposes of this Attachment, traffic between CLEC's end users that subscribe to one-way or two-way Optional Extended Area Service (Optional EAS) and the end user of a Third Party Terminating Carrier that is within the **AT&T KENTUCKY and/or AT&T OKLAHOMA** local or mandatory exchanges that are covered by an Optional EAS Plan will be treated as IntraLATA Toll Traffic.
- 2.7 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.8 "Section 251(b)(5) Traffic" means Telecommunications Traffic in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes. For Section 251(b)(5) Traffic exchanged between CLEC's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).

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- 2.9 "Section 251(b)(5)/IntraLATA Toll Traffic" for the purposes of this Attachment means, (i) Section 251(b)(5) Traffic, and/or (ii) ISP-bound Traffic, and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.10 "Tandem" or "Tandem Switch" is an **AT&T KENTUCKY and/or AT&T OKLAHOMA** switch used to connect Trunks between and among other Central Office Switches.
- 2.11 "Third Party Trunk Group" (**AT&T KENTUCKY**) is a trunk group between CLEC and **AT&T KENTUCKY's** Tandem that is designated and utilized to transport Traffic that neither originates with nor terminates to an **AT&T KENTUCKY** End User. All such traffic is collectively referred to as Third Party Traffic.
- 2.12 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits **AT&T KENTUCKY and/or AT&T OKLAHOMA's** network and is delivered to CLEC.
- 2.13 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC uses **AT&T KENTUCKY and/or AT&T OKLAHOMA's** Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out of Exchange Local Exchange Carrier (OELEC)).
- 2.14 "Transit Service Provider" means **AT&T KENTUCKY and/or AT&T OKLAHOMA** when providing its Transit Traffic Service.
- 2.15 "Transit Traffic" means traffic originating on CLEC's network that is switched and/or transported by **AT&T KENTUCKY and/or AT&T OKLAHOMA** and delivered to a Third Party's network, or traffic originating on a Third Party's network that is switched and/or transported by **AT&T KENTUCKY and/or AT&T OKLAHOMA** and delivered to CLEC's network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement from **AT&TKENTUCKY and/or AT&T OKLAHOMA** including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) is not considered a transit call for the purposes of this Agreement. Additionally, Transit Traffic may include but is not limited to, EAS calls and ELC calls but does not include traffic to/from IXCs.
- 2.16 "Transit Traffic Service" is an optional switching and intermediate transport service provided by **AT&T KENTUCKY and/or AT&T OKLAHOMA** for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an **AT&T KENTUCKY and/or AT&T OKLAHOMA** Tandem.
- 2.17 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by **AT&T KENTUCKY and/or AT&T OKLAHOMA**.
- 2.18 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect CLEC'S network with **AT&T KENTUCKY and/or AT&T OKLAHOMA's** network for the purpose of interconnection pursuant to the Act.
- 3.0 Responsibilities of the Parties**
- 3.1 **AT&T KENTUCKY and/or AT&T OKLAHOMA** will provide CLEC with **AT&T KENTUCKY and/or AT&T OKLAHOMA's** Transit Traffic Service to all Third Party Terminating Carriers with whom **AT&T KENTUCKY and/or AT&T OKLAHOMA** is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an **AT&T KENTUCKY and/or AT&T OKLAHOMA** end user.

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4.0 CLEC Originated Traffic

- 4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that CLEC originates. **AT&T KENTUCKY and/or AT&T OKLAHOMA** will directly bill CLEC **AT&T KENTUCKY and/or AT&T OKLAHOMA**'s charges for CLEC-originated Transit Traffic. **AT&T KENTUCKY and/or AT&T OKLAHOMA** will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will **AT&T KENTUCKY and/or AT&T OKLAHOMA** pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.
- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless **AT&T KENTUCKY and/or AT&T OKLAHOMA** against any and all Losses arising from CLEC's lack of such traffic compensation arrangement, including, without limitation, charges levied by such Third Party Terminating Carrier against **AT&T KENTUCKY and/or AT&T OKLAHOMA** for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with whom CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders **AT&T KENTUCKY and/or AT&T OKLAHOMA** to pay such Third Party Terminating Carrier for the Transit Traffic **AT&T KENTUCKY and/or AT&T OKLAHOMA** has delivered to the Third Party Terminating Carrier, then CLEC will indemnify **AT&T KENTUCKY and/or AT&T OKLAHOMA** for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that **AT&T KENTUCKY and/or AT&T OKLAHOMA** may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to **AT&T KENTUCKY and/or AT&T OKLAHOMA**'s network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If **AT&T KENTUCKY and/or AT&T OKLAHOMA** identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to **AT&T KENTUCKY and/or AT&T OKLAHOMA**, but **AT&T KENTUCKY and/or AT&T OKLAHOMA** is not receiving proper CPN information, then CLEC will work cooperatively with **AT&T KENTUCKY and/or AT&T OKLAHOMA** to correct the problem. If **AT&T KENTUCKY and/or AT&T OKLAHOMA** does not receive CPN from CLEC, then **AT&T KENTUCKY and/or AT&T OKLAHOMA** cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless **AT&T KENTUCKY and/or AT&T OKLAHOMA** from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that **AT&T KENTUCKY and/or AT&T OKLAHOMA** delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge **AT&T KENTUCKY and/or AT&T OKLAHOMA** when **AT&T KENTUCKY and/or AT&T OKLAHOMA** provides Transit Traffic Service as the Transit Traffic Provider for calls terminated to CLEC.
- 5.2 Where **AT&T KENTUCKY and/or AT&T OKLAHOMA** is providing Transit Traffic Service to CLEC, **AT&T KENTUCKY and/or AT&T OKLAHOMA** will pass the CPN received from the Third Party Originating Carrier to CLEC. If **AT&T KENTUCKY and/or AT&T OKLAHOMA** does not receive CPN from the Third Party Originating Carrier, then **AT&T KENTUCKY and/or AT&T OKLAHOMA** cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless **AT&T KENTUCKY and/or AT&T OKLAHOMA**

EXHIBIT A

from any and all Losses arising from or related to the lack of CPN in this situation. If **AT&T KENTUCKY and/or AT&T OKLAHOMA** or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with **AT&T KENTUCKY and/or AT&T OKLAHOMA** and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but **AT&T KENTUCKY and/or AT&T OKLAHOMA** or CLEC is not properly receiving the information, then CLEC will work cooperatively with **AT&T KENTUCKY and/or AT&T OKLAHOMA** and the Third Party Originating Carrier to correct the problem.

- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. **AT&T KENTUCKY and/or AT&T OKLAHOMA**, as the Transit Service Provider, is not obligated to pay CLEC for such Transit Traffic, and **AT&T KENTUCKY and/or AT&T OKLAHOMA** is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

6.0 Transit Traffic Trunk Groups

- 6.1 **AT&T OKLAHOMA** - Facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) traffic pursuant to CLEC's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.
- 6.2 **AT&T KENTUCKY** - Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to CLEC's Interconnection Agreement(s) for Third Party Trunk Groups or Supergroup Architecture in Section 4.3.3.2 will also be utilized for the routing of Transit Traffic.
- 6.3 Transit Traffic not routed to the appropriate **AT&T KENTUCKY and/or AT&T OKLAHOMA** Tandem shall be considered misrouted. Transit Traffic routed by CLEC through any **AT&T KENTUCKY and/or AT&T OKLAHOMA** End Office Switch shall be considered misrouted. Upon written notification from **AT&T KENTUCKY and/or AT&T OKLAHOMA** of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

7.0 Direct Trunking Requirements

- 7.1 When Transit Traffic from CLEC through the **AT&T KENTUCKY and/or AT&T OKLAHOMA** Tandem to another Local Exchange Carrier, CLEC or wireless carrier requires forty-eight (48) or more trunks for three (3) consecutive months, upon **AT&T KENTUCKY and/or AT&T OKLAHOMA** written request, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the other Local Exchange Carrier, CLEC or wireless carrier within ninety (90) calendar days. CLEC shall route Transit Traffic via **AT&T KENTUCKY and/or AT&T OKLAHOMA**'s Tandem switches, not through any **AT&T KENTUCKY and/or AT&T OKLAHOMA** End Offices. Once this trunk group has been established, CLEC agrees to cease routing Transit Traffic through the **AT&T KENTUCKY and/or AT&T OKLAHOMA** Tandem to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

8.0 Transit Traffic Rate Application

- 8.1 Unless otherwise specified, Transit Traffic Services rates apply to all Minutes of Use ("MOU" or "MOUs") when CLEC sends Transit Traffic to a Third Party Terminating Carrier's network through **AT&T KENTUCKY and/or AT&T OKLAHOMA**'s tandem switch where an **AT&T KENTUCKY and/or AT&T OKLAHOMA** end user is neither the originating nor the terminating Party. CLEC agrees to compensate **AT&T KENTUCKY and/or AT&T OKLAHOMA** operating as a Transit Service Provider at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

- 8.1.1 Transit Rate Elements – the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Appendix Pricing, attached hereto):

8.1.1.1 **AT&T OKLAHOMA**

- 8.1.1.1.1 Tandem Switching - compensation for the use of tandem switching.

EXHIBIT A

8.1.1.1.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

8.1.1.2 **AT&T KENTUCKY**

8.1.1.2.1.1 Local Intermediary Charge (LIC) - charge for Transit Service on a per MOU basis.

8.2 **AT&T KENTUCKY** Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with **AT&T KENTUCKY** shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.3 **AT&T KENTUCKY** CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to **AT&T KENTUCKY** as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9.0 **Reservation of Rights/Intervening Law**

9.1 In entering into this Agreement and this Attachment, each Party agrees to abide by and honor the rates, terms, conditions set forth in this Agreement and this Attachment without challenging its provisions throughout the Term of this Agreement.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
TRANSIT	KY	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
TRANSIT	OK	TRANSIT TRAFFIC SERVICE	Transit Rate (Zone 1 - Rural)		ZZUTN	1	\$0.001770	NA	NA	per minue of use
TRANSIT	OK	TRANSIT TRAFFIC SERVICE	Transit Rate (Zone 2 - Suburban)		ZZUTN	2	\$0.001485	NA	NA	per minue of use
TRANSIT	OK	TRANSIT TRAFFIC SERVICE	Transit Rate (Zone 3 - Metro)		ZZUTN	3	\$0.001356	NA	NA	per minue of use

Supergroup Architecture

