

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Southwestern)
Bell Telephone Company, d/b/a AT&T Missouri,)
For Approval of an Amendment to)
an Interconnection Agreement)
Under the Telecommunications Act of 1996.)
Case No. _____

**AT&T MISSOURI'S APPLICATION FOR APPROVAL OF
AN AMENDMENT TO AN INTERCONNECTION AGREEMENT**

AT&T Missouri,¹ pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")² and 20 CSR 4240-28.013(2), respectfully submits this Application for Approval of an Amendment to the Interconnection Agreement ("Agreement") by and between AT&T Missouri and Access Point, Inc. and GC Pivotal, LLC, d/b/a Global Capacity, and requests that the Commission approve the Amendment.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Delaware corporation with its principal Missouri office at 1010 Pine Street, Room 19E-R-01, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorney, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri³ and its fictitious name is duly registered with the Missouri Secretary of State.⁴ AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

² 47 U.S.C. §252(e).

³ See, Certificate of Conversion from the Missouri Secretary of State, dated October 3, 2012 (which was filed with the Commission on December 4, 2012 in Case No. IO-2013-0323).

⁴ A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on January 8, 2019, in Case No. TO-2019-0195.

service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Mimi B. MacDonald
AVP Senior Legal Counsel
1010 Pine Street, Room 19E-R-01
St. Louis, Missouri 63101

3. AT&T Missouri has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. AT&T Missouri seeks approval of the Amendment submitted herewith, which has been signed by the parties.⁵ The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications carrier not a party to the Amendment; or (b) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.⁶

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Amendment. AT&T Missouri further states that implementation of the Amendment is consistent with the public interest, convenience,

⁵ AT&T Missouri notes that this is a multistate agreement. In order to avoid burdening the Commission's files with unnecessary information, AT&T Missouri has only filed the information applicable to Missouri. If the Commission wishes to see pricing sheets for other states, they will be made available upon request.

⁶ See, 47 U.S.C. § 252(e)(2).

and necessity. The purpose of the Amendment is to: (a) assign the Interconnection Agreement between AT&T Missouri and Access Point, Inc., approval issued September 22, 2016 in File No. IK-2017-0055, to GC Pivotal, LLC, d/b/a Global Capacity; (b) change the name on the Interconnection Agreement to GC Pivotal, LLC, d/b/a Global Capacity; (c) assign Access Point, Inc.'s existing ACNs and OCNS to GC Pivotal, LLC, d/b/a Global Capacity; (d) add ACNA "OVC" and OCNs "0774, 2962, 2995, 3286, 4681, 4682, 4685, 4687, 4694, 7871, and 8424; (e) implement FCC Orders 19-66 and 19-72 in WC Docket No. 18-141 (the FCC UNE and Resale Forbearance Orders); (f) replace Section 9 of the General Terms and Conditions, Fraud and Prohibited Traffic; (g) modify certain provisions related to Data Connection Security Requirement; (h) replace Section 21.4, Notices provisions; and (i) terminate the agreement between AT&T Missouri and GC Pivotal, LLC, d/b/a Global Capacity (F/K/A DIECA Communications, Inc. d/b/a Covad Communications Company) approval issued March 26, 2008 in TK-2008-0264.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and GC Pivotal, LLC, d/b/a Global Capacity.

Respectfully submitted,

Southwestern Bell Telephone Company,
d/b/a AT&T Missouri



BY _____


MIMI B. MACDONALD

#37606

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d/b/a AT&T Missouri
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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on August 25, 2020.

BY 

Mimi B. MacDonald

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office Of The Public Counsel
P.O. Box 7800
Jefferson City, MO 65102
opcservice@ded.mo.gov

COUNTY OF DALLAS)
)
STATE OF TEXAS) SS

VERIFICATION

I, Richard T. Howell, being duly sworn upon my oath, state that I am over twenty-one, of sound mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing pleading. I have read the pleading. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.



Richard T. Howell

Sworn and subscribed to before me this _____ day of August 2020.

Notary Public

INTERCONNECTION AMENDMENT

BETWEEN

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

AND

GC PIVOTAL, LLC, GC PIVOTAL, LLC DBA GLOBAL CAPACITY

Signature: eSigned - Joe GuadagninoSignature: eSigned - William BockelmanName: eSigned - Joe Guadagnino
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: Director, Supplier Management
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 28 May 2020Date: 29 May 2020**GC Pivotal, LLC, GC Pivotal, LLC dba Global Capacity**

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

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	8780	9858	---
ARKANSAS	8780	362F	---
CALIFORNIA	8780	256F	---
FLORIDA	8780	8030	---
GEORGIA	8780	475A	---
ILLINOIS	8780	257F	---
INDIANA	8780	031F	---
KANSAS	8780	147F	---
KENTUCKY	8780	---	9117
LOUISIANA	8780	997F	---
MICHIGAN	8780	303F	---
MISSISSIPPI	8780	9859	---
MISSOURI	8780	187F	---

State	Resale OCN	ULEC OCN	CLEC OCN
NEVADA	8780	109F	---
NORTH CAROLINA	8780	---	2928
OHIO	8780	228F	---
OKLAHOMA	8780	261F	---
SOUTH CAROLINA	8780	---	2929
TENNESSEE	8780	9529	---
TEXAS	8780	102F	---
WISCONSIN	8780	016F	---

Description	ACNA Code(s)
ACNA(s)	EPO

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN**

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH
CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS,
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone
Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T
Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company
d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN
AND
GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ALABAMA, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSISSIPPI, AT&T MISSOURI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN") and; GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity (f/k/a Access Point, Inc.), is hereby amended as follows.

WHEREAS, AT&T ALABAMA, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSISSIPPI, AT&T MISSOURI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN and Access Point, Inc. ("Access Point, Inc.") are the parties to that certain "Interconnection Agreement" dated July 5, 2016 (the "Agreement"); and

WHEREAS, GC Pivotal, LLC has acquired Access Point, Inc. in the states of Arkansas, Indiana, Kansas, Michigan, Mississippi, North Carolina, Nevada, Oklahoma, Tennessee, Texas and Wisconsin and GC Pivotal, LLC d/b/a Global Capacity has acquired Access Point, Inc. in the states of Alabama, California, Florida, Georgia, Illinois, Kentucky, Louisiana, Missouri, Ohio and South Carolina and wishes to terminate the Agreements between AT&T and GC Pivotal, LLC d/b/a Global Capacity; and

WHEREAS, AT&T and GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity agree to amend and assign the Agreement to GC Pivotal, LLC in the states of Arkansas, Indiana, Kansas, Michigan, Mississippi, North Carolina, Nevada, Oklahoma, Tennessee, Texas and Wisconsin and GC Pivotal, LLC d/b/a Global Capacity in the states of Alabama, California, Florida, Georgia, Illinois, Kentucky, Louisiana, Missouri, Ohio and South Carolina and assume the Access Point, Inc. ACNA and OCNs; and

WHEREAS, GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity acquired Access Point, Inc. and assigned this Agreement, ACNA EPO and OCNs 2928, 2929, 8030, 8780, 9117, 9529, 9858, 9859, 016F, 031F, 102F, 109F, 147F, 187F, 228F, 256F, 257F, 261F, 303F, 362F, 475A and 997F to GC Pivotal, LLC, GC Pivotal, LLC d/b/a Global Capacity; and

WHEREAS, GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity represent that it has registered these ACNAs with iconectiv; and

WHEREAS, GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity seek to add ACNA "OVC" and OCNs "0774, 2962, 2995, 3286, 4681, 4682, 4685, 4687, 4694, 7871 and 8424" to this agreement; and

WHEREAS, GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity desire to continue to purchase services from AT&T under the Agreement; and

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

WHEREAS, the Parties desire to replace Section 9 of the General Terms and Conditions; and

WHEREAS, the Parties desire to modify certain provisions related to Data Connection Security Requirement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T ALABAMA, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSISSIPPI, AT&T MISSOURI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN and; GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity hereby agree as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to assign the Agreement to "GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity" and change the name from "Access Point, Inc." to "GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity".
3. AT&T ARKANSAS, AT&T INDIANA, AT&T KANSAS, AT&T MISSISSIPPI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OKLAHOMA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN shall change the name from "Access Point, Inc." to "GC Pivotal, LLC and AT&T ALABAMA, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSOURI, AT&T OHIO and AT&T SOUTH CAROLINA shall change the name from "Access Point, Inc." to GC Pivotal, LLC d/b/a Global Capacity" only for the main billing account (header card) for each of the accounts previously billed to Access Point, Inc. AT&T ALABAMA, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSISSIPPI, AT&T MISSOURI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSISSIPPI, AT&T MISSOURI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN'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, GC Pivotal, LLC and GC Pivotal, LLC d/b/a Global Capacity affirm, represent, and warrant that the ACNA and OCN for those accounts shall not change from that previously used by Access Point, Inc. with AT&T ALABAMA, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSISSIPPI, AT&T MISSOURI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, AT&T SOUTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS and AT&T WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, GC Pivotal, LLC shall operate with AT&T ARKANSAS, AT&T INDIANA, AT&T KANSAS, AT&T MISSISSIPPI, AT&T NEVADA, AT&T NORTH CAROLINA, AT&T OKLAHOMA, AT&T TENNESSEE, AT&T TEXAS AND AT&T WISCONSIN under the "GC Pivotal, LLC" name for those accounts and GC Pivotal, LLC d/b/a Global Capacity shall operate with AT&T ALABAMA, AT&T CALIFORNIA, AT&T FLORIDA, AT&T GEORGIA, AT&T ILLINOIS, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MICHIGAN, AT&T MISSOURI, AT&T OHIO AND AT&T SOUTH CAROLINA under the "GC Pivotal, LLC d/b/a Global Capacity" name for those accounts. Such operation shall include, by way of example only, submitting orders under GC Pivotal and/or LLC, GC Pivotal, LLC d/b/a Global Capacity, and labeling (including re-labeling) equipment and facilities with GC Pivotal, LLC and/or GC Pivotal, LLC d/b/a Global Capacity. 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-21STATE 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-21STATE 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. For avoidance of doubt, GC Pivotal, LLC and/or GC Pivotal, LLC d/b/a Global Capacity shall be responsible for all charges previously assessed against "Access Point, Inc." ACNA and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all AT&T charges associated with the Wholesale Services, including such Wholesale Services associated with ACNA EPO and OCNs 2928, 2929, 8030, 8780, 9117, 9529, 9858, 9859, 016F, 031F, 102F, 109F, 147F, 187F, 228F, 256F, 257F, 261F, 303F, 362F, 475A and 997F starting on and continuing after the Effective Date.
6. The Parties agree to add the following company codes to the Agreement.
 - 6.1 ACNA "OVC"
 - 6.2 OCNs "0774, 2962, 2995, 3286, 4681, 4682, 4685, 4687, 4694, 7871 and 8424"
7. The Parties agree to terminate the Agreements between AT&T and GC Pivotal, LLC d/b/a Global Capacity dated July 25, 2007 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; GC Pivotal, LLC d/b/a Global Capacity approved June 25, 1997 in the state of California; GC Pivotal, LLC d/b/a Global Capacity approved September 22, 2010 in the state of Illinois; GC Pivotal, LLC d/b/a Global Capacity approved February 7, 2008 in the state of Indiana; GC Pivotal, LLC d/b/a Global Capacity approved December 13, 2006 in the state of Kansas; GC Pivotal, LLC d/b/a Global Capacity approved July 1, 2008 in the state of Michigan; GC Pivotal, LLC d/b/a Global Capacity approved March 26, 2008 in the state of Missouri; GC Pivotal, LLC d/b/a Global Capacity approved May 11, 2008 in the state of Ohio; GC Pivotal, LLC d/b/a Global Capacity approved November 14, 2006 in the state of Texas; and GC Pivotal, LLC d/b/a Global Capacity approved November 13, 2006 in the state of Wisconsin upon the effective date of this Amendment.
8. The Parties agree to add certain USOCs contained within Exhibit B, Pricing Sheet, to the Agreement.
9. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
10. Add Attachment - 251(b)(1) Resale to the Agreement.
11. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:

- i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
12. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
13. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
14. The Parties agree to replace Section 9.0 in the General Terms and Conditions of the Agreement with the following language:
- 9.0 **FRAUD AND PROHIBITED TRAFFIC**
 - 9.1 **Fraud**
 - 9.1.1 AT&T-21STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.
 - 9.1.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
 - 9.1.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1.2 above will include providing to the other Party, upon request, information concerning

End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

- 9.1.4 AT&T-21STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 9.1.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 9.1.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.
- 9.2 Prohibited Traffic
 - 9.2.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below. Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:
 - 9.2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
 - 9.2.1.2 Traffic that unreasonably harms, frightens, or abuses; and
 - 9.2.1.3 Traffic that unreasonably interferes with the use of the AT&T-21STATE's network.
 - 9.2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
 - 9.2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
 - 9.2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
 - 9.2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
 - 9.2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
 - 9.2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
 - 9.2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
 - 9.2.2.7 Denial of Service attacks; and
 - 9.2.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.
 - 9.2.3 If AT&T-21STATE reasonably believes that CLEC is transmitting any of the preceding types of traffic using any service provided under this Agreement, AT&T-21STATE may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, CLEC that transmitted the relevant traffic to AT&T-21STATE must indemnify AT&T-21STATE against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by AT&T-21STATE's gross negligence or willful misconduct.

- 9.2.4 CLEC agrees that when it sends traffic to AT&T-21STATE, if it receives a request for information about traffic which is reasonably believed to be prohibited traffic that was sent to AT&T-21STATE (Traceback Request) from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Group") or from AT&T-21STATE, CLEC will promptly respond to the Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to an Authorized Traceback Group without requiring a subpoena or other formal demand or request.

15. The Parties agree to replace Section 21.4 in the General Terms and Conditions of the Agreement with the following language:

- 21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Legal Department GC Pivotal, LLC
STREET ADDRESS	7900 Tysons One Place Suite 1450
CITY, STATE, ZIP CODE	McLean, VA 22102
PHONE NUMBER*	(703) 442-5500
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	LegalContracts@gtt.net

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Joe Guadagnino Director, Supplier Management
STREET ADDRESS	1048 University Ave; Suite 3
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	N/A
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Joe.Guadagnino@gtt.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

16. The Parties agree to delete Sections 9.1 and 9.2 from Attachment 7 of the Agreement and add the following language:

9.0 **Data Connection Security Requirements**

- 9.1 CLEC agrees to comply with AT&T 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 Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T'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.

17. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
18. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
19. 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.
20. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
21. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
22. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
23. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

TABLE OF CONTENTS

<u>Section</u>	<u>Page Number</u>
1.0 INTRODUCTION.....	3
2.0 GENERAL PROVISIONS.....	3
3.0 PRICING AND DISCOUNTS.....	4
4.0 RESPONSIBILITIES OF PARTIES.....	4
5.0 BILLING AND PAYMENT OF RATES AND CHARGES	5
6.0 ANCILLARY SERVICES.....	6
7.0 SUSPENSION OF SERVICE	6

1.0 INTRODUCTION

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

2.0 GENERAL PROVISIONS

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

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

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

3.0 PRICING AND DISCOUNTS

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

4.0 RESPONSIBILITIES OF PARTIES

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

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

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

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

Attachment.

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

6.0 ANCILLARY SERVICES

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

7.0 SUSPENSION OF SERVICE

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

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Urban STL, KC)		U21	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Rural)		U21	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 4 (Urban Springfield)		U21	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Urban STL, KC)		U4H	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Rural)		U4H	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 4 (Urban Springfield)		U4H	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC4	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD4	
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 1		UXRB1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 2		UXRB2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 3		UXRB3	3
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 1		UXRC1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 2		UXRC2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 3		UXRC3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 1		UXRD1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 2		UXRD2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 3		UXRD3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 1			1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 2			2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 3			3

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation	UBNTX	DXZTA	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation - Disconnect	UBNTX	NKCTE	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS3 to Collocation		UCXJX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	