11. OSS TRAINING COURSES

11.1 Prior to live OSS interface usage, CARRIER must complete user education classes for **AT&T-13STATE**-provided interfaces that affect the **AT&T-13STATE** network. A separate agreement will be required as a commitment to enroll in training classes and pay for a specific number of CARRIER students in each class. CARRIER can obtain a copy of the proposed contract and price list from their account manager. Additionally, course descriptions and class schedules by region for CARRIERs will be available through their account manager. CARRIER training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CARRIER to devise its own course work for its own employees. If CARRIER is already live using **AT&T-13STATE**'s CLEC OSS interfaces at the time this contract was executed, this requirement for training language in Section 11 will only be applicable for new OSS interfaces that require separate training.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 **AT&T-13STATE** shall allow CARRIER to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CARRIER shall be permitted to access **AT&T-13STATE** OSS via a Service Bureau Provider as follows:

12.2.1 CARRIER shall be permitted to access **AT&T-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CARRIER has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **AT&T-13STATE** to allow Service Bureau Provider to establish access to and use of **AT&T-13STATE**'s OSS.

12.2.2 CARRIER's use of a Service Bureau Provider shall not relieve CARRIER of the obligation to abide by all terms and conditions of this Agreement. CARRIER must ensure that its agent properly performs all OSS obligations of CARRIER under this Agreement, which CARRIER delegates to Service Bureau Provider.

12.2.3 It shall be the obligation of CARRIER to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **AT&T-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CARRIER provides notice. Additionally, **AT&T-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CARRIER that it has terminated its agency relationship with a Service Bureau Provider.

APPENDIX LWC 911/E911

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APPENDIX LWC 911/E911

1. INTRODUCTION

1.1   This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between **AT&T-13STATE** and CARRIER, and sets forth terms and conditions for E911 Service provided as part of LWC by the applicable **AT&T-13STATE** ILEC. Use of E911 Service provided under the Agreement and this Appendix is only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by **AT&T-13STATE**).

2. DEFINITIONS

2.1   "**911 Trunk**" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from an **AT&T-13STATE** Serving Switch to the 911/E911 system.

2.2   "**Automatic Location Identification**" or "**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.

2.3   "**Automatic Number Identification**" or "**ANI**" means the telephone number associated with the access line from which a call to 911 originates.

2.4   "**Company Identifier**" or "**Company ID**" means a three to five (3 to 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.

2.5   "**Database Management System**" or "**DBMS**" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6   "**E911 Customer**" means a municipality or other state or local government unit, or an authorized agent of one 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 telephone number, 911.

2.7   "**E911 Universal Emergency Number Service**" (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 number 911. 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 call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8   "**Emergency Services**" means police, fire, ambulance, rescue, and medical services.

2.9   "**Emergency Service Number**" or "**ESN**" means a three to five (3 to 5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.10   "**National Emergency Number Association**" or "**NENA**" means the National Emergency Number Association 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.

2.11 **"Public Safety Answering Point"** or **"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 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.

2.12 **"Selective Routing"** and **"Selective Router"** or **"SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.13 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or CPE.

3. **AT&T-13STATE** RESPONSIBILITIES

3.1 **AT&T-13STATE** shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to perform the 911/E911 services set forth herein when **AT&T-13STATE** is the 911/E911 Service Provider for a Rate Center in which CARRIER is authorized to provide local telephone exchange service and has LWC End Users. This shall include the following:

3.2 Call Routing

3.2.1 **AT&T-13STATE** will switch 911 calls from CARRIER's LWC Access Lines (LWCALs) through the 911 SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **AT&T-13STATE** will forward the calling party number (ANI) of CARRIER's LWCALs and the associated Service Location Address provided by CARRIER for its LWC End Users to the PSAP for the Automatic Location Identification (ALI) display. If no ANI is forwarded to the 911 SR that serves the **AT&T-13STATE** Serving Switch where CARRIER's LWCAL is provisioned, **AT&T-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded, but no ALI record is found in the E911 DBMS, **AT&T-13STATE** will forward a "No Record Found" to the PSAP and report this "No Record Found" condition to the CARRIER in accordance with NENA standards.

3.3 911 Trunking

3.3.1 **AT&T-13STATE** shall provide and maintain sufficient dedicated 911 trunks from **AT&T-13STATE**'s Serving Switch where CARRIER's LWCAL is provisioned to the 911 SR and from the 911 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.

3.4 911 Database Maintenance

3.4.1 Where **AT&T-13STATE** manages the 911/E911 database, **AT&T-13STATE** shall store the CARRIER's LWC End User 911 Records (that is, the name, address, and associated telephone number(s) for each of CARRIER's LWC End Users) in the electronic data processing database for the 911 DBMS.

3.4.2 Where **AT&T-13STATE** manages the DBMS, **AT&T-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.4.3 Where **AT&T-13STATE** is the 911/E911 Service Provider, **AT&T-13STATE** shall provide CARRIER LWC End User location information to the PSAP and shall accept calls from PSAPs concerning E911 Service for CARRIER LWC End Users. CARRIER and **AT&T-13STATE** agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

3.5 Where **AT&T-13STATE** is the 911/E911 Database Provider,

3.5.1 **AT&T-13STATE**, upon receipt of an LSR from CARRIER for LWC End User records, will perform any necessary error correction of a LWC End User record if said record errs as a result of 911 data validation processes and that such error can be corrected without additional information provided to **AT&T-13STATE** from CARRIER. If the LWC record does not pass 911 data validation processes and requires additional input from CARRIER, CARRIER and **AT&T-13STATE** will work cooperatively to correct such error.

3.5.2 **AT&T-13STATE** shall use the appropriate service order process to update and maintain CARRIER LWC End User service address information utilized for inclusion in the Automatic Location Identification (ALI) database used to support 911/E911 on a non-discriminatory basis.

3.5.3 **AT&T-13STATE**, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database. **AT&T-13STATE** will update all CARRIER LWC End User records in the ALI database affected by such a change in accordance with the MSAG change submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the 911 database.

3.5.4 **AT&T-13STATE**, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CARRIER LWC End User records in the ALI Database in accordance with the change to the ALI record submitted by the E911 Customer. The Parties agree to work cooperatively to address discrepancies in the E911 database.

3.5.5 **AT&T-13STATE**, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, will investigation and resolve said NRF or Misroute report on CARRIER's behalf. If said NRF or Misroute report requires assistance from CARRIER, CARRIER and **AT&T-13STATE** will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

4. CARRIER RESPONSIBILITIES

4.1 CARRIER or its representatives shall be responsible for providing CARRIER's LWC End User Records to **AT&T-13STATE** for inclusion in **AT&T-13STATE**'s 911 DBMS on a timely basis. CARRIER shall provide **AT&T-13STATE** with accurate and complete information regarding CARRIER's LWC End User(s) in a format and time frame prescribed by **AT&T-13STATE** for purposes of E911 administration.

4.2 CARRIER shall order and provide accurate service address information for all LWC orders using the Local Service Request (LSR) process established by **AT&T-13STATE**. Where **AT&T-13STATE** is the 911/E911 Service Provider, **AT&T-13STATE** shall provide access to E911 Services for CARRIER's LWC End Users in the same manner that it provides such access to **AT&T-13STATE** own retail End Users. This access shall include 911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CARRIER LWC End User based on the service location of that LWC End User.

4.3 CARRIER is responsible for collecting from its LWC End Users and remitting to the appropriate municipality or other governmental entity any applicable 911/E911 surcharges assessed on the local service provider and/or LWC End Users by any municipality or other governmental entity within whose boundaries the CARRIER provides local exchange service using LWC.

4.4　All CARRIER LWC End User 911 Records, in accordance with NENA standards, will use the appropriate **AT&T-13STATE** NENA Company ID to identify the dial tone provider of record and where applicable submit the necessary documentation to establish the appropriate NENA Company ID.

5.　METHODS AND PRACTICES

5.1　With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AT&T-13STATE**'s 911/E911 and any other emergency services tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.　CONTINGENCY

6.1　The terms and conditions of this Appendix represent a negotiated plan for providing 911/E911 Service in conjunction with LWC.

6.2　The Parties agree that the E911 Service is provided 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-13STATE** and CARRIER.

7.　BASIS OF COMPENSATION

7.1　Rates for E911 Services are set forth in Exhibit 1 – LWC 911/E911 for those states where **AT&T-13STATE** is prohibited by law, tariff, or otherwise from billing the E911 Customer for the 911 Database maintenance functions within this Appendix associated with an LWCAL.

8.　LIABILITY

8.1　In addition to the requirements of this Appendix 911/E911, the Parties agree E911 Service will be provided in accordance with Applicable Law.

APPENDIX LWC BASIC ANALOG SWITCHING FUNCTIONALITY AND NON-DEDICATED TRANSPORT

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APPENDIX LWC BASIC ANALOG SWITCHING FUNCTIONALITY AND NON-DEDICATED TRANSPORT

1. INTRODUCTION

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete between **AT&T-13STATE** and CARRIER, and sets forth additional terms and conditions under which **AT&T-13STATE** will provide Basic Analog Switching Functionality and non-dedicated transport, each as part of a LWCAL. Use of Basic Analog Switching Functionality and non-dedicated transport under the Agreement and this Appendix is only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by **AT&T-13STATE**).

2. BASIC ANALOG SWITCHING FUNCTIONALITY

2.1 **AT&T-13STATE** Serving Switch shall use the routing instructions resident in it to direct all CARRIER traffic originated by, or terminated to, an LWCAL.

2.2 **AT&T-13STATE** will allow CARRIER to designate the features, functions, and capabilities that are available on a particular LWCAL to the extent such features, functions, and capabilities are Loaded and Activated in that LWC End User's Serving Switch for use with Basic Analog Switching Functionality. ("Loaded" and "Activated" are elsewhere defined in the Agreement.) When CARRIER purchases LWCAL, CARRIER will be required to designate which of those features, functions, and capabilities that are to be included on the LWCAL.

2.3 As part of LWC and the use of non-dedicated transport, **AT&T-13STATE** will also provide the use of its tandem switching for the transport of toll traffic where an interexchange carrier (including the LWCAL's interLATA PIC/intraLATA LPIC) is not directly connected to the Serving Switch, and where **AT&T-13STATE** is providing for the transport of "1+" intraLATA toll traffic as provided herein. **AT&T-13STATE** tandem switching is only provided as part of routing traffic that originates from, or terminates to, an LWCAL.

2.4 LWC as provided by **AT&T-13STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

2.5 **AT&T-13STATE** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CARRIER agrees to respond to **AT&T-13STATE**'s notifications regarding network congestion.

2.6 **AT&T-13STATE** will perform testing on LWCALs for CARRIER in the same manner and frequency that **AT&T-13STATE** performs for its own retail or resale customers for an equivalent service.

2.7 **AT&T-13STATE** will repair and restore any **AT&T-13STATE** equipment that may adversely impact LWC.

2.8 Where the technical capability is available, **AT&T-13STATE** will provide usage detail for the Basic Analog Switching Functionality used in a LWCAL in accordance with and subject to other application provisions of this Agreement. Refer to DUF and OSS LWC Appendices for provisions regarding the daily usage detail records, and the usage record provisions, including those addressing Daily Usage Feed (DUF) provisions of this Agreement.

2.9 Where technically feasible, **AT&T-13STATE** will provide CARRIER with the use of the functionality to block in-collect calls (collect calls, calling card calls and calls billed to 3rd parties), 900 calls, international calls (IDDD), and toll calls) by line or trunk for LWCALs to the extent that **AT&T-13STATE**

provides such blocking capabilities to its end users and to the extent required by federal and/or State law.

3. NON-DEDICATED TRANSPORT

3.1 With LWC, **AT&T-13STATE** provides non-dedicated transport, which is defined as the transmission facilities shared by more than one carrier, including the relevant **AT&T-13STATE** entity, between end office switches, between end office switches and tandem switches, and between tandem switches, in the relevant **AT&T-13STATE** network to the extent of the included calling scope provided for in the Agreement.

3.2 This non-dedicated transport permits CARRIER to use **AT&T-13STATE** for the origination from and termination to the associated LWCAL of local traffic to and from **AT&T-13STATE** switches or third-party switches.

3.3 IntraLATA Toll Transmission

3.3.1 **AT&T-12STATE** shall also make available, upon a LWCAL-specific request, the ability to route over **AT&T-12STATE**'s existing network "1+" intraLATA calls originating from that LWCAL ("L-PIC Ability"). The L-PIC Ability will be provided from the Serving Switch for the LWCAL, and consists of use of **AT&T-12STATE**'s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching (per above), as "1+" intraLATA toll calls originated from the same Serving Switch by **AT&T-12STATE**'s retail end users for whom **AT&T-12STATE** is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CARRIER of **AT&T-12STATE**'s routing code or, if the means exist and are enabled by **AT&T-12STATE** to use CARRIER's Carrier Identification Code (CIC) instead of **AT&T-12STATE**'s code, then using CARRIER's CIC.

3.3.2 **AT&T CONNECTICUT Only: AT&T CONNECTICUT** will make available, upon a LWCAL-specific request, an L-PIC Ability for "1+" calls placed to points outside of **AT&T CONNECTICUT**'s local calling area, but within **AT&T CONNECTICUT**'s retail intraLATA toll service area. The L-PIC Ability will be provided from **AT&T CONNECTICUT**'s Serving Switch for the LWCAL, and consists of use of **AT&T CONNECTICUT**'s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as "1+" intraLATA toll calls originated from the same Serving Switch by **AT&T CONNECTICUT**'s retail end users for whom **AT&T CONNECTICUT** is the presubscribed intraLATA toll carrier.

3.3.2.1 CARRIER acknowledges that "1+" calls from **AT&T CONNECTICUT**-provided LWCAL using the L-PIC Ability to Verizon switches in its incumbent service area may be originated and carried under the terms hereof, but that "1+" calls to other intrastate interLATA switches owned by other telecommunications carriers may not be originated or carried using the L-PIC Ability (e.g., Woodbury). Where appropriate in the context, references to "intraLATA" with respect to **AT&T CONNECTICUT** shall include such use to the Verizon switches.

3.3.2.2 **AT&T CONNECTICUT**'s L-PIC Ability shall be made available to CARRIER through the use of a pseudo-Carrier Identification Code ("pseudo-CIC") assigned exclusively to CARRIER. The L-PIC Ability is only available to CARRIER for an LWCAL purchased by CARRIER on which CARRIER has specifically designated the pseudo-CIC as the LPIC (after the pseudo-CIC become available for use). CARRIER shall not use any other pseudo-CIC assigned to another telecommunications carrier or any other routing code enabled for use in **AT&T CONNECTICUT**'s network. **AT&T CONNECTICUT** will

provide call detail to CARRIER on a daily basis consistent with its then-current practices for LWCAL usage.

3.3.2.3 To be enabled to use the L-PIC Ability, CARRIER shall provide a written request to **AT&T CONNECTICUT**. **AT&T CONNECTICUT** shall thereafter bill CARRIER (and CARRIER shall promptly pay to **AT&T CONNECTICUT**) a one-time service charge for assigning and establishing CARRIER's exclusive pseudo-CIC in **AT&T CONNECTICUT**'s systems and switches. CARRIER acknowledges and agrees that this charge is non-refundable, regardless of whether and to what extent CARRIER uses the L-PIC Ability. CARRIER shall have no right in any pseudo-CIC except the right to use it in accordance with this Agreement and its permitted use of the L-PIC Ability. CARRIER shall cease use of the pseudo-CIC with the termination of this Agreement, unless otherwise provided in any successor interconnection agreement. **AT&T CONNECTICUT** reserves the right to modify or change the pseudo-CIC code used by CARRIER hereunder, with such change effective thirty (30) days after written notice to CARRIER of the change. CARRIER will not be charged for changing the pseudo-CIC Code.

3.3.2.4 The L-PIC Ability shall thereafter become available to CARRIER in an estimated six (6) weeks after **AT&T CONNECTICUT**'s receipt of payment under Section 3.3.2.3. The Parties agree that in order to implement the updating of **AT&T CONNECTICUT**'s switches with CARRIER's pseudo-CIC within the six weeks, CARRIER will obtain and provide its Exchange Carrier Code to **AT&T CONNECTICUT** upon the execution of this Amendment.

3.3.2.5 For intraLATA "0+" operator service calls placed from a LWCAL using the L-PIC Ability, the MOU charge shall be charged for call transport. For directory assistance calls placed from a LWCAL using the L-PIC Ability, and where the calling party uses "directory assistance call completion" to place an intraLATA "1+" call, the MOU charge in shall be charged for call transport. Other charges for non-transport functions for such calls (e.g., OS, DA, DACC charges) shall apply as set forth in the Agreement or tariff, as applicable.

3.3.2.6 **AT&T CONNECTICUT** will bill the MOUs to CARRIER on a monthly basis for total MOUs on completed calls placed from **AT&T CONNECTICUT** LWCALs purchased by CARRIER, and on which LWCALs CARRIER has specifically ordered the pseudo-CIC be used as the LPIC. CARRIER acknowledges that **AT&T CONNECTICUT**'s charges to CARRIER will be rendered using the rating as set forth in Section 20 of **AT&T CONNECTICUT**'s Connecticut Access Tariff. After rendering a bill to CARRIER, **AT&T CONNECTICUT** will make manual adjustments to the bill to reflect the per-MOU price set forth in this Section.

3.3.2.7 This Section 3.3.2 shall not apply if **AT&T CONNECTICUT** no longer provides the L-PIC ability in the manner on which this section is based. In such event, the Parties shall negotiate in good faith replacement provisions.

3.3.3 **AT&T-13STATE** shall not be the intraLATA toll carrier of record (retail or reseller) for any traffic carried pursuant to the L-PIC Ability. CARRIER shall not charge **AT&T-13STATE** for any traffic carried pursuant to the L-PIC Ability, including without limitation intercompany traffic termination charges. Any charges for terminating compensation of L-PIC Ability traffic to **AT&T-13STATE** shall be subject to the Agreement's provisions regarding the termination of toll traffic.

3.3.4 For "1+"intraLATA toll calls transported via the L-PIC Ability and terminated to an **AT&T-13STATE** switch, the non-dedicated transport is provided only to the trunk side of **AT&T-13STATE**'s terminating switch. Such terminating switch and any use thereof, and any facilities

and/or services provided after that trunk side of the terminating switch, are not provided under this Appendix or the Agreement.

3.3.5 When a LWCAL is purchased, all CARRIER's local traffic between **AT&T-13STATE** switches will use the non-dedicated transport, and all local CARRIER's traffic to non-**AT&T-13STATE** switches will use an additional transiting function to those non-**AT&T-13STATE** switches that are directly trunked (interconnected) to an **AT&T-13STATE** switch that is within the included calling scope provided for in the Agreement. The non-dedicated transport shall not affect the routing of any traffic from a LWCAL that has a third party carrier's Carrier Identification Code as that LWCAL's interLATA toll provider (PIC) or intraLATA toll provider (LPIC) (e.g., traffic subject to interLATA/intraLATA presubscription will be delivered to PIC'd/LPIC'd interexchange carrier).

3.3.5.1 In the event **AT&T-13STATE** is ordered, required, or otherwise allowed to block CARRIER's transiting or other traffic originating from or terminating to a LWC line, CARRIER shall pay **AT&T-13STATE**'s costs of the work performed in establishing such blocking.

3.3.6 **AT&T-13STATE**'s ability to provide non-dedicated transport as part of LWC is limited to existing circuit switch and transmission facilities capacities, or circuit switching and transmission facilities capacities which **AT&T-13STATE** builds for its own use, of the **AT&T-13STATE** network.

3.3.7 **AT&T-13STATE** will provide SS7 signaling as provided in the Agreement.

3.3.8 IntraLATA and InterLATA Toll Calls

3.3.8.1 All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for an LWCAL.

3.3.8.2 When the L-PIC Ability is not designated for a LWCAL and/or when **AT&T-13STATE** is not the retail LPIC choice of CARRIER's LWC End User (the foregoing does not commit or otherwise indicate that **AT&T-13STATE** is available as a retail intraLATA toll provider to LWC End Users), "1+" intraLATA calls originating from that LWCAL will be routed to the LWC End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call originates from an LWCAL, it will be routed to the LWC End User's interLATA (PIC) choice.

3.3.8.3 When an intraLATA or interLATA toll call originates from a LWCAL, **AT&T-13STATE** will not charge originating access charges to CARRIER or the IXC except that the foregoing does not prohibit **AT&T-13STATE** from providing and/or billing the IXC for the access transport (FGD) in cases where the IXC has chosen **AT&T-13STATE** as its transport provider.

3.3.8.4 When an intraLATA or interLATA toll call terminates to an LWCAL, **AT&T-13STATE** will not charge terminating access to CARRIER or the IXC except that the foregoing does not prohibit **AT&T-13STATE** from providing and/or billing the IXC for the access transport (FGD) in cases where the IXC has chosen **AT&T-13STATE** as its transport provider.

3.3.9 Toll Free Calls

3.3.9.1 When an LWCAL is used to originate a call to 1+800 (or equivalent toll free dialing NPA, e.g., 888, 877 or 866), **AT&T-13STATE** will perform the appropriate database query and route the call to the indicated IXC as provided in the Agreement.

4. MOU (USAGE-SENSITIVE) CHARGING

4.1 **AT&T-13STATE** will charge CARRIER MOU rates for an LWCAL as per the usage rate noted in LWC Pricing Schedule.

5. MAINTENANCE OF SERVICE

5.1 If trouble appears to occur with LWC, CARRIER will first determine whether the trouble is in CARRIER's own equipment and/or facilities or those of the LWC End User. If CARRIER determines the trouble is in **AT&T-13STATE**'s equipment and/or facilities, CARRIER will issue a trouble report to **AT&T-13STATE**.

5.2 CARRIER shall pay Maintenance of Service charges/additional labor charges, as found in the **AT&T-13STATE** LWC Pricing Schedule, when CARRIER reports suspected LWC trouble and **AT&T-13STATE** dispatches personnel to an outside location/customer premises or **AT&T-13STATE** Central Office and trouble was not caused by **AT&T-13STATE**'s facilities or equipment.

5.3 CARRIER shall pay Maintenance of Service Charges when **AT&T-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **AT&T-13STATE** or in detariffed CPE provided by **AT&T-13STATE**, unless covered under a separate maintenance agreement.

5.4 CARRIER shall pay Maintenance of Service charges 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.

5.5 If CARRIER issues a trouble report that requires **AT&T-13STATE** to access the LWC End User's premises and **AT&T-13STATE** personnel are dispatched but denied access to that premises, then Maintenance of Service charges will apply for the period of time that **AT&T-13STATE** personnel are dispatched. Subsequently, if **AT&T-13STATE** personnel are allowed access to that premises, these charges will apply without regard to the earlier dispatch and as if the subsequent dispatch was an unrelated dispatch.

5.6 Maintenance of Service charges will apply per incidence at the rate listed in the LWC Pricing Schedule.

5.7 If CARRIER requests or approves a **AT&T-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CARRIER will pay Maintenance of Service charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

APPENDIX LWC DUF

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APPENDIX LWC DUF
(DAILY USAGE FILE)

1. INTRODUCTION AND SCOPE

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between **AT&T-13STATE** and CARRIER, and sets forth additional terms and conditions for Daily Usage File (DUF) of message data provided as part of LWC by the applicable **AT&T-13STATE** ILEC. The DUF terms and conditions provided under the Agreement and this Appendix are only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWCAL being provided (e.g., not for use separately, or with respect to any other offering by **AT&T-13STATE**).

2. DAILY USAGE FILE (DUF)

2.1 If and to the extent technically available and consistent with the availability and provision of usage records previously associated with basic analog UNE-P, **AT&T-13STATE** will provide CARRIER a specific Daily Usage File ("DUF") containing message data recorded by **AT&T-13STATE** from CARRIER customer local and Access usage of Basic Analog Switching Functionality and non-dedicated transport on LWCALs, and alternately billed calls being billed to CARRIER's LWC Numbers. Such recorded message data will be provided by **AT&T-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each **AT&T-13STATE** ILEC. Procedures and processes for implementing the interfaces with **AT&T-13STATE** will be included in implementation requirements documentation.

2.2 To the extent not performed prior to this Agreement, to establish file transmission for the Daily Usage File, CARRIER must provide to **AT&T-13STATE** a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

2.3 Unless otherwise specified herein with respect to Alternately Billed Service Calls, call detail for LEC-carried calls that are alternately billed to CARRIER's LWC Numbers will be forwarded to CARRIER as rated call detail on the DUF.

2.4 Interexchange call detail on LWC Numbers that is forwarded to **AT&T-13STATE** for billing, which would otherwise be processed by **AT&T-13STATE** for its retail end users, will be returned to the IXC and will not be passed through to CARRIER. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a CARRIER account. Billing for information/enhanced services and other ancillary services traffic will be passed through when **AT&T-13STATE** records the message.

2.5 Neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever with respect to DUFs or message data associated with LWC. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the other Party to comply with its obligations. Each Party is obliged to use its best efforts to mitigate damages and to inform the other of issues and concerns regarding DUFs and/or message data so that analysis and investigation can occur and, if warranted, action taken to address and resolve any such issues or concerns. Included within the types of issues and/or concerns would be those that might indicate CARRIER is not being sent the volume and/or type of records that it expects (e.g., anomalous trends, significant usage records shifts/usage changes in short period of time lack of record types, record mismatches, the possibility of "missing" records). The Parties agree to work cooperatively to resolves these issues.

2.6 When **AT&T-13STATE** is notified that, due to its error or omission, incomplete message data has been provided to CARRIER, upon written request from CARRIER, **AT&T-13STATE** will make reasonable efforts to locate and/or recover the message data recorded no earlier than sixty (60) calendar days from

the date the details initially were made available to CARRIER, and provide it to CARRIER at no additional charge. Such requests to recover the message data must be made within thirty (30) calendar days from the date the details initially were made available to CARRIER, or that CARRIER should have reasonably known or had reason to know of any such error or omission. If such written request is not received by **AT&T-13STATE** within thirty (30) calendar days, **AT&T-13STATE** shall have no further obligation to recover the data and shall have no further liability to CARRIER.

2.7 Except as provided in Section 2.8, **AT&T-13STATE** shall have no further liability to CARRIER beyond its obligation to make reasonable efforts to locate and/or recover the incomplete message data, for the data recorded no earlier than the previous sixty (60) calendar days.

2.8 If, despite timely written request or notification by CARRIER, message detail is lost or unrecoverable as a direct result of **AT&T-13STATE** having lost or damaged tapes or incurred system outages while performing recording and/or processing of message detail, **AT&T-13STATE** and CARRIER will estimate the volume of lost messages and associated revenue based on reciprocal compensation and Access rates available herein for the average intrastate, interstate and/or local call. In such events, **AT&T-13STATE**'s liability to CARRIER shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost compensation associated with the lost message detail for a period of time no greater than the previous sixty (60) calendar days. **AT&T-13STATE** shall have no obligation or liability for unrecoverable message detail beyond the previous sixty (60) calendar days.

2.9 **AT&T-13STATE** will not be liable for any costs incurred by CARRIER when CARRIER is transmitting Return DUF files via data lines and a transmission failure results in the non-receipt of data by **AT&T-13STATE**.

2.10 CARRIER also agrees to release, defend, indemnify and hold harmless **AT&T-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **AT&T-13STATE** employees and equipment associated with provision of any message data or other usage data as part of or in conjunction with LWC. This includes, but is not limited to lawsuits and complaints arising from disclosure of any customer specific information associated with either the originating or terminating telephone numbers or calls to a LWCAL or LWC Number.

APPENDIX LWC SERVICE ASSURANCE PLAN

This Appendix LWC Service Assurance Plan sets forth the terms and conditions under which **AT&T-13STATE** and CLEC have agreed to levels of service whereby **AT&T-13STATE** will pay service level assurance payments (service credits) to CLEC in connection with **AT&T-13STATE**'s performance as measured by the performance measures included in Attachment 1 - Service Assurance Business Rules to this Appendix. These service credits shall be the sole and exclusive remedy of CLEC for **AT&T-13STATE**'s failure to perform any and all obligations under the Local Wholesale Complete Agreement (LWC) and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

1. **AT&T-13STATE** agrees to the payment of service credits to CLEC based on the performance measures listed in Attachment 1 - Service Assurance Business Rules. **AT&T-13STATE** will collect, analyze, and report performance data for these measures in accordance with **AT&T-13STATE**'s Service Assurance Business Rules in Attachment 1.

2. No changes to service level assurance payments (service credits) or any other term or condition of this Appendix shall be made except by the mutual consent of the Parties only and shall not be effective until and memorialized in an amendment to this Agreement.

3. **AT&T-13STATE** and CLEC agree to use the statistical tests set forth below to determine whether or not service credits are due.

Percent	Rate	Average
Parity Measurements		
Sample Size > 30 • Classical Z test for equality of proportions on arsine transformed data • Fisher's exact test if either the expected numerator < 5 for either CLEC or **AT&T-13STATE** Sample Size >10 but <30 for either CLEC or **AT&T-13STATE** • Fisher's Exact Test Sample Size < 10 for Either CLEC or **AT&T-13STATE** • No test	Sample Size > 10 • Classical Z test for equality of proportions on arsine transformed data Sample Size < 10 for either CLEC or **AT&T-13STATE** • No test	Sample Size > 10 • Two Sample t-test on log transformed data Sample Size < 10 for either CLEC or **AT&T-13STATE** • No test
Benchmark Measurements		
Sample Size > 10 • Classical Z test for population proportion on arsine transformed data Sample Size < 10 • No test	Sample Size > 10 • Classical Z test for population proportion on arsine transformed data Sample Size < 10 • No test	Sample Size > 10 • One sample t-test on log transformed data Sample Size < 10 • No test

4. **AT&T-13STATE** and CLEC concur that, for purposes of this Appendix, performance for the CLEC on a particular measure will be considered in compliance when the measured results in a single month (whether in the form of means, percents, or rates) for the same measurement, at equivalent disaggregation, for both **AT&T-13STATE** and CLEC are used to calculate a p-value and the resulting value is no greater than the critical p-value.

5. Overview of Service Assurance Plan

    5.1 **AT&T-13STATE** agrees with the following methodology for developing the service credits.

    5.2 **AT&T-13STATE** will provide service credits to the CLEC according to the terms set forth in this Appendix.

5.3 **AT&T-13STATE** and CLEC agree that for performance that exceeds the statistical significance level, **AT&T-13STATE** will be given performance credits equivalent to the over performance for Percentage Missed Installation – Due Dates and Out of Service within 48 Hours. The performance credits will be calculated as outlined in Section 11.0. These performance credits may be applied to reduce the overall service credits and may be accumulated month to month.

6. Procedural Safeguards and Exclusions

6.1 **AT&T-13STATE**'s agreement to implement Service Assurance Plan, and specifically its agreement to issue a service credit for any failure to meet the agreed to performance levels hereunder, will not be considered as an admission against interest or an admission of liability in any other proceeding of any kind relating to the same performance. **AT&T-13STATE** and CLEC agree that CLEC may not use: (1) the existence of this plan; or (2) **AT&T-13STATE**'s issuance of any of service credits as evidence that **AT&T-13STATE** has discriminated in the provision of any facilities or services, has violated any state or federal law or regulation or breached any agreement. CLEC agrees that **AT&T-13STATE**'s performance with respect to this agreement may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. **AT&T-13STATE**'s conduct underlying its performance and the performance data provided under the performance measures, however, are not made inadmissible by these terms. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **AT&T-13STATE** has met or continues to meet the requirements of section 271 of the Act.

6.2 CLEC and **AT&T-13STATE** will consult with one another and attempt in good faith to resolve any issues regarding the calculation of performance or service credits pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, CLEC may have an independent audit conducted, at CLEC's expense, of **AT&T-13STATE**'s performance or credit calculation for the affected measurement(s) under this Service Assurance Plan. In the event the audit reinforces the issue identified during the 45 days of consultation period or if any new issue is identified, **AT&T-13STATE** shall reimburse CLEC any expense reasonably incurred by the CLEC for such audit. CLEC may not request more than one audit under this Service Assurance Plan per twelve calendar months under this section.

7. Exclusions Limited

7.1 **AT&T-13STATE** shall not be obligated to issue service credits for noncompliance with a performance measurement for any measures not included on the Attachment 1. Further for any such Measures, **AT&T-13STATE** shall not be obligated to issue service credits for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event (including but not limited to acts of nature, acts of civil or military authority, terrorist acts, work stoppages etc.); an act or omission by a CLEC that is contrary to any of its obligations under the LWC Agreement with **AT&T-13STATE**, including the dumping of orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to **AT&T-13STATE** for services or facilities when such forecasts are required to reasonably provide such services or facilities or the action are contrary to the Act or State law; or non-**AT&T-13STATE** problems associated with third-party actions or systems or equipment, which could not have been avoided by **AT&T-13STATE** in the exercise of reasonable diligence (delaying event). If a delaying event excuses the issuance of any credits under this Service Assurance Plan, **AT&T-13STATE** shall provide advance Notice of the impact that such delaying event has on credits. Any dispute regarding whether a **AT&T-13STATE** performance failure is excused under this paragraph will be resolved between the Parties through the dispute resolution provisions of the LWC Agreement. If a delaying event only suspends **AT&T-13STATE**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **AT&T-13STATE**'s compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

7.2 The force majeure provisions of the general terms and conditions of the LWC Agreement are incorporated herein by reference.

7.3 The service credit payments to individual CLECs shall be capped such that **AT&T-13STATE**'s credits to CLEC in a given month shall not exceed 50% of CLEC's billed revenues for the Local Wholesale Complete product for that same month.

8. Service Credits

8.1 The number of measures that may be classified as "non-compliant" before a service credit is applicable is limited to the F values shown below. The applicable p-value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a CLEC where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or non-compliant condition. For any performance measurement, each disaggregated category for which there is a minimum of 10 data points constitutes one "measure" for purposes of calculating the p-value.

8.2 Service credits in the amount specified in the table below apply to all "non-compliant" measures in excess of the applicable "F" number of exempt measures. Service Credits apply on a per occurrence basis with a CAP, using the amount per occurrence taken from the table below. The amount of service credits in a single month shall not exceed the amount listed in the table below for the "Per measurement" category. Service credits apply only to the following measurements: Percent Missed Installation Due Dates, Installation Quality, Repeat Trouble Report Rate and Out of Service Within 48 Hours. OSS Interface Availability and Mechanized Order Completion Notifier Timeliness are provided for diagnostic purposes only, with no service credits applicable. The methodology for determining the order of exclusion, and the number of occurrences is addressed in Section 10.0 "Methods of calculating the service credits".

SERVICE CREDITS TABLE

Per Occurrence					
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
$50	$75	$100	$125	$150	$200

Per Measure Cap					
Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
$10,000	$20,000	$30,000	$40,000	$50,000	$60,000

8.3 The following table will be used to determine the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which service credits are applicable and which have sample sizes greater than or equal to 10 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure. For tests without an explicit p-value formula the probability of a particular value of the test statistic is to be found in appropriate tables, e.g. Student's T distribution or Standard Normal Z distribution tables.

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052

50	7	0.061	**120**	12	0.052	**190**	17	0.052	**260**	22	0.052	**330**	26	0.050	**400**	31	0.052
51	7	0.059	**121**	12	0.052	**191**	17	0.051	**261**	22	0.052	**331**	26	0.050	**401**	31	0.051
52	7	0.058	**122**	12	0.051	**192**	17	0.051	**262**	22	0.052	**332**	26	0.050	**402**	31	0.051
53	7	0.057	**123**	12	0.051	**193**	17	0.051	**263**	22	0.052	**333**	27	0.052	**403**	31	0.051
54	7	0.056	**124**	12	0.050	**194**	17	0.051	**264**	22	0.051	**334**	27	0.052	**404**	31	0.051
55	7	0.055	**125**	13	0.056	**195**	17	0.050	**265**	22	0.051	**335**	27	0.052	**405**	31	0.051
56	7	0.054	**126**	13	0.055	**196**	17	0.050	**266**	22	0.051	**336**	27	0.052	**406**	31	0.051
57	7	0.053	**127**	13	0.055	**197**	18	0.054	**267**	22	0.051	**337**	27	0.052	**407**	31	0.051
58	7	0.052	**128**	13	0.054	**198**	18	0.053	**268**	22	0.051	**338**	27	0.052	**408**	31	0.050
59	7	0.051	**129**	13	0.054	**199**	18	0.053	**269**	22	0.050	**339**	27	0.051	**409**	31	0.050
60	7	0.050	**130**	13	0.053	**200**	18	0.053	**270**	22	0.050	**340**	27	0.051	**410**	31	0.050
61	8	0.060	**131**	13	0.053	**201**	18	0.052	**271**	23	0.053	**341**	27	0.051	**411**	31	0.050
62	8	0.059	**132**	13	0.053	**202**	18	0.052	**272**	23	0.053	**342**	27	0.051	**412**	32	0.052
63	8	0.058	**133**	13	0.052	**203**	18	0.052	**273**	23	0.052	**343**	27	0.051	**413**	32	0.052
64	8	0.057	**134**	13	0.052	**204**	18	0.052	**274**	23	0.052	**344**	27	0.051	**414**	32	0.052
65	8	0.056	**135**	13	0.051	**205**	18	0.051	**275**	23	0.052	**345**	27	0.051	**415**	32	0.052
66	8	0.055	**136**	13	0.051	**206**	18	0.051	**276**	23	0.052	**346**	27	0.050	**416**	32	0.051
67	8	0.054	**137**	13	0.051	**207**	18	0.051	**277**	23	0.052	**347**	27	0.050	**417**	32	0.051
68	8	0.053	**138**	13	0.050	**208**	18	0.051	**278**	23	0.052	**348**	27	0.050	**418**	32	0.051
69	8	0.053	**139**	14	0.055	**209**	18	0.050	**279**	23	0.051	**349**	28	0.052	**419**	32	0.051
70	8	0.052	**140**	14	0.055	**210**	18	0.050	**280**	23	0.051	**350**	28	0.052	**420**	32	0.051

9. General

9.1 **AT&T-13STATE** will make Service Assurance Reports available on a monthly basis. When **AT&T-13STATE** performance creates an obligation to provide service credits to CLEC under the terms set forth herein, **AT&T-13STATE** shall issue such credits in the required amount on or before the 30th day following the due date of the service assurance report for the month in which the obligation arose (e.g., if **AT&T-13STATE** performance through March is such that **AT&T-13STATE** owes service credits to CLEC for March performance, then those credits will be due May 31, 30 days after the April 30 due date for reporting March data).

10. Methods of Calculating the Service Credit

The following methods apply in calculating per occurrence for service credit:

10.1 Application of F Value Exclusions

Determine the number of measures with a sample size greater than 10 that are "non-compliant" for the individual CLEC for the month, applying the parity test and benchmark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). In applying the exclusions in the F-Table, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which service credits are calculated on a per measure basis will not be excluded in applying the F Value unless the amount of service credits due for that measure is less than the amount of service credits due for each remaining measure.

10.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the percentage difference the between the actual average and the calculated average. The calculation is as follows:

%diff = (CLEC-result – Calculated -Value)/Calculated Value.

Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credit amount for the given month for that measure.

10.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credits for the given month for that measure.

10.1.3 Measures for Which the Reporting Dimensions are Ratios or Proportions

Step 1: Calculate the rate for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the absolute difference between the actual rate for the CLEC and the calculated rate.

Step 3: Multiply the total number of data points by the difference calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable service credits for the given month for that measure.

11. Methods of Calculating Performance Credits

11.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the percentage difference the between the actual average and the calculated average. The calculation is as follows:

%diff = (Calculated Value - CLEC result)/Calculated Value.

Assuming low values indicate good performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable performance credits for the given month for that measure.

11.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical p-value. Use the same denominator as the one used in calculating the test statistic for the measure.

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Service Credits Table to determine the applicable performance credits for the given month for that measure.

12. Attached hereto, and incorporated herein by reference, is/are the following Attachment(s):

Attachment 1 - Service Assurance Business Rules

ATTACHMENT 1 - SERVICE ASSURANCE BUSINESS RULES

to

APPENDIX LWC SERVICE ASSURANCE PLAN

TABLE OF CONTENTS
SERVICE ASSURANCE

Metric Number:	Name:
1	OSS Interface Availability

Definition:

This measures the time during which AT&T-13STATE electronic OSS Interfaces for CLECs are actually available, as a percentage of scheduled availability. Because AT&T-13STATE and CLEC service representatives obtain information from the same underlying legacy OSS, if a particular OSS is down, it is equally unavailable to both AT&T-13STATE and CLEC employees.

Exclusions:

- Interface outages outside of prime time hours (as published or defined on a state-by-state basis)
- Interface outages reported by a CLEC, but not found to be in AT&T-13STATE's systems
- Undetected Interface outages reported by a CLEC that were not reported to AT&T-13STATE's designated trouble reporting center
- Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with AT&T-13STATE's change management process

Business Rules:

The total "number of hours functionality to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which AT&T-13STATE plans to offer and support CLEC access to AT&T-13STATE's operational support systems (OSS) functionality during the reporting period. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the AT&T-13STATE interface is capable of accepting or receiving CLEC transactions or data files. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. AT&T-13STATE will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. AT&T-13STATE will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by AT&T-13STATE's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. AT&T-13STATE shall calculate the availability time rounded to the nearest minute.

Levels of Disaggregation:

- Verigate
- LEX
- EDI ordering
- EDI pre-ordering
- EBTA
- EBTA GUI
- CORBA

Calculation:	Report Structure/Geography:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours)] * 100	By interface geography. If an interface serves more than one state, the same performance will be reported for all states served by this interface.

Benchmark/Parity Performance Standard:

Interface available 95% of scheduled hour for the reporting month - Diagnostic – No Penalty to be Paid

Metric Number:	Name:
2	**Mechanized Order Completion Notification Timeliness**

Definition:

The percent of Mechanized Order Completion Notifications available within five business days of work completion.

Exclusions:

- Test and Administrative Orders

- Canceled service orders

- Orders received manually, e.g. fax or e-mail

- AT&T-13STATE Affiliate (or separate division) Orders

- Weekends and published holidays

Business Rules:

Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. **Business Days is determined based on Local Service Center (LSC) published business hours.** If the CLEC accesses AT&T-13STATE systems using a Service Bureau Provider, the measurement of AT&T-13STATE's performance does not include Service Bureau Provider processing, availability or response time.

Levels of Disaggregation:

- None

Calculation:	Report Structure/Geography:
(# mechanized completions notifications returned to the CLEC within 5 business days of work completion ÷ total mechanized completions notifications sent) * 100	By CLEC

Benchmark/Parity Performance Standard:

<u>95% of mechanized service order completion notifications sent within 5 business days</u> of work completion.   Diagnostic – No penalty to be paid

Metric Number:	Name:
3	**Percent AT&T-13STATE Caused Missed Due Dates**

Definition:

This measures the percentage of orders/circuits completed after the committed due date. Includes only orders/circuits with inward activity that have an assigned due date.

Exclusions:

- Canceled service orders

- Test Orders

- Orders that are not N, T, C.

- Administrative Orders

- Orders missed for facility reasons

- Due dates missed solely due to CLEC or customer reasons will be excluded from the numerator.

- Excludes Interconnection Trunks

Business Rules:

The due date is the date negotiated by the customer and the AT&T-13STATE representative for service activation. For CLEC orders, this is the due date reflected on the FOC. The Completion Date is the day that AT&T-13STATE personnel complete the service order provisioning activity. Wholesale Complete is measured at the order level.

Levels of Disaggregation:

See Benchmarks.

Calculation:	Report Structure/Geography:
(Number of orders/circuits where the order completion date is greater than the FOC due date due to AT&T-13STATE reasons) ÷ (Total number of orders/circuits)	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – No more than 5% missed due dates

Metric Number:	Name:
4	Installation Quality

Definition:

This measures the percentage of lines/circuits installed where a reported trouble was found in the network within 10 calendar days

Exclusions:

- Exclude pre-existing trouble
- AT&T-13STATE Test and Administrative Orders
- Subsequent reports (additional customer calls while the trouble is pending)
- Troubles beyond AT&T-13STATE's control (e.g., CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)
- Troubles reported on the Order Completion Date, or trouble reported prior to service order completion in AT&T-13STATE Southwest systems (except as noted in the Business Rules section).
- Troubles reported but not found (Found OK, Test OK, Came Clear)
- Troubles reported by AT&T-13STATE employees in the course of performing preventative maintenance, where no customer has reported a trouble
- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the trouble report is taken prior to completion of the service order.(Refer to Appendix 2 for list of Excluded "13" disposition codes). In AT&T-13STATE Midwest excludes disposition code "11", "12" and "13" reports.

Business Rules:

Wholesale Complete
Includes reports received the day after AT&T-13STATE personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received during the reporting month within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a Local Wholesale Complete conversion.

Levels of Disaggregation:

See Benchmarks

Calculation:	Report Structure/Geography:
Number of trouble reports submitted within 10 days of installation activity with trouble found in the network ÷ orders/circuits installed in the calendar month	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – trouble reports within 10 days of installation not to exceed 8% of orders/circuits installed in the reporting month

Metric Number:	Name:
5	Repeat Trouble Report Rate

Definition:

Percentage of additional reported/cleared Network trouble that had a Network trouble cleared within the previous 10 days.

Exclusions:

- Disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. In AT&T-13STATE Midwest excludes disposition code "11", "12" and "13" reports.

- Reports submitted by AT&T-13STATE employees in the course of performing preventative maintenance, where no customer has reported a trouble

- Troubles beyond AT&T-13STATE's control(e.g., CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)

- Troubles reported on the Order Completion Date, or, trouble reported prior to service order completion in AT&T-13STATE systems

- Subsequent reports (additional customer calls while the trouble is pending)

- Troubles reported but not found (e.g. Found OK, Test OK, Came Clear)

- AT&T-13STATE official or administrative orders

Business Rules:

A repeat trouble report is defined as a trouble on the same line/circuit as a previous trouble report that occurred within the last 10 calendar days of the previous trouble. When the second report is received within 10 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 10 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 10 days is a measured report, then the second report counts as a Repeat report.

Levels of Disaggregation:

See Benchmarks

Calculation:	Report Structure/Geography:
Number of qualifying network trouble reports ÷ total network trouble reports found within the reporting month	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – No more than 10% repeat trouble reports in the reporting month

Metric Number:	Name:
6	Out of Service Within 48 Hours

Definition:

This measures the average trouble duration interval from trouble receipt to trouble clearance.

Exclusions:

- Affecting service problems

- Subsequent reports (additional customer calls while the trouble is pending)

- Troubles beyond AT&T-13STATE's control (e.g., CPE troubles, troubles closed due to customer action, inside wire troubles, Interexchange Carrier/Competitive Access Provider, Informational, etc.)

- Troubles reported by AT&T-13STATE employees in the course of performing preventative maintenance, where no customer reported a trouble

- For troubles where the stop clock is used, the time period from when the stop clock is initiated until the time when the clock resumes

- Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. In AT&T-13STATE Midwest excludes disposition code "11", "12" and "13" reports.

- No access

- Delayed maintenance

Business Rules:

Trouble duration intervals may be measured on a running clock or limited stop-clock basis. Running clock includes weekends and holidays A stop clock excludes time when AT&T-13STATE does not have access to the customer premise. For example, if the customer premises access is not available on a weekend, the clock stops at 5:00 p.m. Friday, and resumes at 8:00 a.m. Monday. This applies to dispatched out tickets only.

The clock starts on the date and time AT&T-13STATE receives a trouble report. The clock stops on the date and time that AT&T-13STATE personnel clear the repair activity and complete the trouble report.

Levels of Disaggregation:

See Benchmarks

Calculation:	Report Structure/Geography:
$\sum$[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] $\div$ total network customer trouble reports in the reporting month	By state

Benchmark/Parity Performance Standard:

Wholesale Complete POTS – 90% OOS trouble reports cleared within 48 hours

APPENDIX LWC OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS/DA)

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APPENDIX LWC OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS/DA)

1. INTRODUCTION AND SCOPE

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between **AT&T-13STATE** and CARRIER, and sets forth terms and conditions for Operator Services (OS) and Directory Assistance (DA) calls provided as part of LWC by the applicable **AT&T-13STATE** ILEC.

1.2 In the context of LWC only, **AT&T-13STATE** will offer Operator Services (OS) and Directory Assistance (DA) to CARRIER's LWC End Users at the rates, terms and conditions set forth in this Appendix and the LWC Pricing Schedule. OS/DA is provided to CARRIER hereunder for use only with LWC. Use of OS and/or DA provided under the Agreement and this Appendix is only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWCAL being provided (e.g., not for use separately, or with respect to any other offering by **AT&T-13STATE**).

1.3 CARRIER's LWC End Users shall have the same ability to reach **AT&T-13STATE** OS and DA platforms as all **AT&T-13STATE** retail end users served via the same **AT&T-13STATE** end office switch providing the LWCAL from which the OS/DA call is originated, including the following:

- Dialing "0" or "0+NPA-NXX-xxxx" and obtaining Operator Services, such as:
  - Operator-assisted dialing
  - Placing a Collect Call
  - Placing a "Bill to Third Number" Call
  - Obtaining Busy Line Verification
  - Attempting a Busy Line Interrupt

- Dialing "411" or "555-1212" and reaching a Directory Assistance Operator for purposes such as
  - Retrieving a Published Telephone Number
  - DA Call Completion to a Retrieved Tel Number
  - National Directory Assistance
  - Reverse Directory Assistance
  - Business Category Search (where available)

1.4 CARRIER's LWC End Users shall be answered by **AT&T-13STATE** OS and DA platforms with the same priority as **AT&T-13STATE** retail end users served via the same **AT&T-13STATE** end office switch providing the LWCAL from which the OS/DA call is originated. Any technical difficulties in reaching the **AT&T-13STATE** OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, labor strikes at the OS/DA call centers, etc.) will be experienced at parity with **AT&T-13STATE** retail end users served via that same **AT&T-13STATE** end office switch.

2. SPECIFICS OF OS OFFERING

2.1 <u>Operator Services Rate Structure</u>. Where technically feasible and/or available, **AT&T-13STATE** will differentiate its OS charges by whether the CARRIER LWC End User is receiving

    2.1.1 <u>Manual</u> OS call assistance (i.e., provided a live, human Operator), for which a per work second charge will apply, and

    2.1.2 <u>Automated</u> OS call assistance (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live, human Operators), where a flat rate per call charge will apply.

    2.1.3 See LWC Pricing Schedule for the full set of OS recurring rates that apply to LWC.

2.2 <u>Operator Services Call Processing</u>. Whether manual or automated, **AT&T-13STATE** will provide the following services when originating a 0+ or 0- call from a LWCAL, regardless of whether 1-411-dialed DA usage is also requested from that LWCAL:

2.2.1 <u>General Operator Assistance</u>. The individual originating a 0+ or 0- call from a LWCAL asks the Operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.

2.2.2 <u>Calling Card</u>. The individual originating a 0+ or 0- call from a LWCAL provides operator with a Calling Card number for billing purposes.

2.2.3 <u>Collect</u>. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

2.2.4 <u>Third Number Billed</u>. The individual originating a 0+ or 0- call from a LWCAL asks the operator to bill the call to a different number than the calling or called number.

2.2.5 <u>Busy Line Verification (BLV)</u>. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller being served via LWC of the status.

2.2.6 <u>Busy Line Interrupt (BLI)</u>. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller from a LWCAL requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3. SPECIFICS OF DA OFFERING

3.1 <u>Directory Assistance Rate Structure.</u> Where technically feasible and/or available, **AT&T-13STATE** will NOT differentiate its DA products by type, and instead will charge for DA products on a flat rate per call.

3.1.1 See LWC Pricing Schedule for the full set of DA recurring rates that apply to LWC.

3.2 <u>Directory Assistance Call Processing.</u> Where technically feasible and/or available, **AT&T-13STATE** will provide the following DA Services when originating a Directory Assistance call from a LWCAL, regardless of whether Operator Services is also requested from that LWCAL:

3.2.1 <u>Local Directory Assistance</u>. Consists of providing published name, address and telephone number to the individual originating a directory assistance call from a LWCAL.

3.2.2 <u>Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]</u>. A service in which a local or an intraLATA call to the requested number is completed on behalf of the individual originating the call from a LWCAL, utilizing an automated voice system or with operator assistance.

3.2.3 <u>National Directory Assistance (NDA)</u> [Where Available]. A service whereby callers may request directory assistance information outside their LATA or Home NPA (the geographic numbering plan from which a call originates) for a listed telephone number for residential, business and government accounts throughout the 50 states.

3.2.4 <u>Reverse Directory Assistance (RDA)</u> [Where Available]. An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.

3.2.5 <u>Business Category Search (BCS)</u> [Where Available]. A service in which an individual calling from a LWCAL 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. A maximum of two requested telephone numbers will be provided for each BCS call.

4. **OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E., BRAND ANNOUNCEMENT), RATES AND REFERENCES**

4.1   In all current **AT&T-13STATE** OS/DA switches in **AT&T-13STATE** service area, the incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the switch itself, prior to being handled by an automated equipment or live operator.

    4.1.1 CARRIER may have a CARRIER-selected brand name or other greeting for calls originating from a LWCAL by providing a pre-recorded announcement to **AT&T-13STATE** in conformity with the format, length, and other requirements specified for all carriers on the AT&T CLEC website (https:\\clec.sbc.com). **AT&T-13STATE** will then perform all of the loading and testing of the announcement for each applicable switch prior to live traffic. CARRIER may also change its pre-recorded announcement at any time by providing a new pre-recorded announcement in the same manner, for subsequent loading and testing charges.

    4.1.2 If CARRIER does not wish to brand the OS/DA calls, CARRIER may also have silence used instead upon connecting with the OS/DA switch by having **AT&T-13STATE** load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls.

    4.1.3 **AT&T-13STATE** makes no warranties or representations that silent announcements will be perceived by end users as ordinary mechanical handling of OS/DA calls.

        4.1.3.1 CARRIER understands that it is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, and that if it does not brand the call, CARRIER agrees to indemnify and hold **AT&T-13STATE** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

        4.1.3.2 **AT&T-13STATE** understands that it must make the silent recording play for the shortest possible duration technically feasible for each applicable switch, and accepts responsibility for any regulatory violation, consumer complaint, or other sanction stemming from failure to do so (e.g., call handling delay), but otherwise it has no responsibility if a silent announcement is chosen by CARRIER.

    4.1.4 **AT&T-13STATE** will be responsible for loading the CARRIER-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to **AT&T-13STATE** retail end users. CARRIER will be responsible for paying the initial announcement loading charges, and thereafter, the per-call charge (primarily to cover switch maintenance), as well as any subsequent loading charges if a new brand announcement is provided as specified above. Branding load charges are Nonrecurring and are found in LWC Pricing Schedule.

    4.1.5 In the event the technical makeup of a particular **AT&T-13STATE** OS switch does not route the incoming call through an automatic pre-recorded announcement, the foregoing subsections do not apply, and CARRIER and **AT&T-13STATE** agree to make alternative arrangements for OS branding announcements.

    4.1.6 Where the phraseology is the same for OS and DA branding, only one branding charge will apply.

4.2   In all current **AT&T-13STATE** OS/DA switches, the applicable CARRIER-charged retail OS/DA rates and a CARRIER-provided contact number (e.g., a business office or repair call center) are loaded into the system utilized by the OS and/or DA operator.

    4.2.1 **AT&T-13STATE** will quote to any individual calling from a LWCAL, when asked, CARRIER's retail rates for all OS/DA services as loaded. If further inquiries are made about rates or billing and/or "business office" questions, the OS and DA operators shall direct the calling party's inquiries to the CARRIER-provided contact number.

4.2.2 **AT&T-13STATE** will be responsible for loading the CARRIER-provided OS/DA retail rates and the CARRIER-provided contact numbers into the OS/DA switches. Rate/Reference load charges are Nonrecurring and are found in LWC Pricing Schedule.

APPENDIX
LWC LOCAL NUMBER PORTABILITY

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APPENDIX LWC LOCAL NUMBER PORTABILITY

1. INTRODUCTION

1.1 This Appendix is an integral part of the Private Commercial Agreement for Local Wholesale Complete (LWC) between **AT&T-13STATE** and CARRIER, and sets forth the terms and conditions for Local Number Portability mutually provided by **AT&T-13STATE** and CARRIER for use in conjunction with LWC. Use of the LNP provided under the Agreement and this Appendix is only available as part of and use in conjunction with LWC. This Appendix is only applicable when CARRIER is purchasing LWC, and then only as part of the LWC being provided (e.g., not for use separately, or with respect to any other offering by **AT&T-13STATE**).

1.2 This Appendix applies only when CARRIER is using Basic Analog Switching Functionality (under this Agreement, and as defined in the Agreement) that is being provided by **AT&T-13STATE** switches to or from which telephone numbers may be ported, pursuant to 47 U.S.C. § 251(b)(2) and associated FCC rules and orders, for serving CARRIER's customers. CARRIER acknowledges that this Appendix shall not apply to porting involving any other arrangement (e.g., CARRIER owns and/or operates its own switch; CARRIER uses a third-party switch to provide local exchange service; CARRIER uses another **AT&T-13STATE** offering to provide local exchange service).

2. LOCAL NUMBER PORTABILITY (LNP)

2.1 General Terms and Conditions

2.1.1 The Parties agree to provide Local Number Portability (LNP) via Location Routing Number (LRN) to each other as required by applicable law, including the FCC's orders in CC Docket No. 95-116, and consistent with Industry practices.

2.1.2 Other than as specifically provided elsewhere in this Appendix, **AT&T CONNECTICUT** does not offer LNP under this Appendix. Rather, LNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

2.3 Obligations of **AT&T-12STATE**

2.3.1 **AT&T CALIFORNIA**, **AT&T NEVADA**, **AT&T MIDWEST REGION 5-STATE**, and **AT&T SOUTHWEST REGION 5-STATE** have deployed LRN in all of their circuit switches used to provide LWC that exist on the Effective Date.

2.3.2 **AT&T-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from any of their switches.

2.4 Obligations of CARRIER

2.4.1 CARRIER shall adhere to **AT&T-13STATE**'s Local Service Request (LSR) format and LNP due date intervals.

2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the telecommunications carrier owning the switch in which the telephone number's NXX is native.

2.5.2 **AT&T-13STATE** has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported as a basic network offering only within AT&T-13STATE rate centers or rate districts, whichever is a smaller geographic area, as approved by state Commissions.

2.6.2 Telephone numbers in the following **AT&T-12STATE** NXXs shall not be ported: (i) **AT&T-12STATE** Official Communications Services (OCS) NXXs; and (ii) NXX 555, 976, 950, 900 telephone numbers (TNs), Unassigned TNs, Disconnected TNs, N11 TNs (such as 411, 911, etc.), and 800/888/877/866 TNs.

2.7 Basic SPNP Service

2.7.1 The Parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **AT&T-13STATE** may charge CARRIER LNP end-user surcharges in conjunction with the provision of LWCALs, provided that the conditions set forth in 47 C.F.R. § 52.33 are met.

2.7.2 For each LWCAL, CARRIER agrees to pay a charge that is equal to any number portability end user surcharge or other substantially similar charge applicable to an **AT&T-13STATE** retail or resale end user pursuant to an effective interstate and/or intrastate tariff. The terms and conditions associated with such LWCAL charge hereunder shall be the same as applicable to **AT&T-13STATE**'s retail or resale end users pursuant to such tariffs applicable to them, as if the LWCAL End User were an **AT&T-13STATE** retail or resale end user.

2.7.3 As of the Effective Date of the Agreement, **AT&T-13STATE**'s LNP tariffs are found as follows:

AT&T CALIFORNIA	FCC#1, Section 13
AT&T NEVADA	FCC#1, Section 19
AT&T MIDWEST REGION 5-STATE	FCC#2, Section 4
AT&T SOUTHWEST REGION 5-STATE	FCC#73, Section 34
AT&T CONNECTICUT	FCC#39, Section 14.

LWC PRICING SCHEDULE

1.0 Rates

Line	Product	Potential Discounts/ Adjustments	Calendar Year	RECURRING RATE- RESIDENTIAL and BUSINESS	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
1						
2						
3	**LWCAL Base Rate**[1]	A, B (Maximum Discount $2.50)	2006	$ 27.00 / LWCAL		
4		A, B (Maximum Discount $2.50)	2007	$ 28.00 / LWCAL		
5		A, B (Maximum Discount $2.50)	2008	2007 LWCAL Base Rate, adjusted by U.S. Consumer Price Index (all urban consumers/all items)		
6						
7						
8						
10	**LWCAL Base Rate Discount Structure**[2]					
11	Discount A	Recurring	Days Sales Outstanding (D-S-O) Discount (30.0 days or less)	($1.00) / LWCAL		
12						
13						

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[1] OK Line Class Codes for former OK "Local Plus®" offering is not included within the LWCAL Base Rate. The monthly recurring rate for use of those OK LCCs is $1.00/LWCAL.

[2] See Commercial Agreement, including Attachment Local Wholesale Complete, ("CA") for terms and conditions for each of the LWCAL Base Rate discounts, including their calculation, availability, and application.

				See 6.3.1.2. et. seq. of Attachment LWC for eligibility requirements and application of Volume Discounts, which controls over this LWC Pricing Schedule with respect to Volume Discounts. Minimum Number of Total In-Service LWCALs Required at End of a Measurement Period for application of First, Second and/or Third Volume Discounts during the next Application Period are generally as follows: If at least 100,000 LWCALs in service, then First Volume Discount of $.50 from LWCAL Base Rate for all LWCALs. If total LWCALS in service is between 250,000 – 449,999, inclusive, then Second Volume Discount of $.50 from LWCAL Base Rate for all LWCALs. If total LWCALS in service is at least 450,000, inclusive, then Third Volume Discount of $.50 from LWCAL Base Rate for all LWCALs. **Note**: Maximum Volume Discount is $1.50 from LWCAL Base Rate (aggregation of First, Second, and Third Volume Discounts).		
14	Discount B	Recurring	Volume Discount			

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE – Residential and Business	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
15						
16	**Usage**		MOU Rate			
17			Per MOU	$0.0018		
18						
19						
20	**Optional Services**					
21			Privacy Manager®	$ 3.50 / LWCAL		
22						
23	**Optional EAS Functional ity**					
24			Optional Two-Way EAS (SBC Texas only, where currently Activated and available)	$8.00/LWCAL		
25			Optional One-Way EAS (SBC Texas only, where currently Activated and available)	$3.00/LWCAL		
26			Optional One-Way EAS (SBC Arkansas only, where currently Activated available)	$3.00/LWCAL		
27						
28						
29						
Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE – Residential and Business	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
30	**Directory Assistance**		Directory Assistance (DA) per call	$ 0.41	None	None
31			National DA (NDA) per call; Business Search Category (BCS) per call; Reverse Directory Assistance (RDA) per call	$ 0.65	None	None

32				Directory Assistance Call Completion (DACC) - per call	$ 0.15	None	None
33				Directory Assistance Non-Pub Emergency Service – per call	$ 2.00	None	None
34				Directory Assistance - Branding - Initial/Subsequent Load per OS switch	None	$ 1,800.00	$ 1,800.00
35				Directory Assistance - Branding - per call	$ 0.03	None	None
36				Directory Assistance - Rate Reference Initial Load Per SBC state/In-Region – Local and IntraLATA rates	None	$ 5,000.00	None
37				Directory Assistance - Rate Reference Subsequent Load Per SBC state/In-Region – Local and IntraLATA rates	None	None	$ 1,500.00
38							
32	**Directory Listings**			Non-List, Non-Pub, Foreign, enhanced, additional, alternate or other special listing types	Retail tariff rate	Retail tariff rate	Retail tariff rate
33							
34	**Operator Services**			Operated Services - Fully Automated Call Processing (Per completed automated call)	$ 0.15	None	None
35				Operator Services - Operator Assisted Call Processing (Per work second)	$ 0.03	None	None
36				Operator Services - Branding Initial/Subsequent Load per OS switch	None	$ 1,800.00	$ 1,800.00
37				Operator Services - Branding Per call	$ 0.03	None	None

Line			Rate Element		NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
38			Operator Services - Rate Reference - Initial Load Per SBC state/In-Region – Local and IntraLATA rates	None	$ 5,000.00	None
39			Operator Services - Rate Reference - Subsequent Load Per SBC state/In-Region – Local and IntraLATA rates	None	None	$ 1,500.00

Line	Product	Potential Discounts/ Adjustments	Rate Element	RECURRING RATE – Residential and Business	NONRECURRING RATE FIRST	NONRECURRING RATE ADDITIONAL
40	**Service Order Charges**					
41		D,E	Electronic Service Order		$ 15.00 / LSR	
42			Manual Service Order		$ 50.00 / LSR	
43			Service Order Expedite Request (in addition to SO charge)		$ 2.50 / LSR	
44	**Service Order Charge Discount Structure**					
45	Discount D[3]	Non-Recurring	Electronic "Flow Through"		($7.50) per LWC LSR if Flow Through is 95.0% or higher[4]	
46	Discount E[5]	Non-Recurring	Churn		($2.50) per LWC LSR if Flow Through is 95.0% or higher, **and** LWC Churn is less than 5.0%[5, 6]	
47						
48	**Other Charges**					
49		Non-Recurring	Phase I Conversion Embedded Base		$ 0.25/line	
50			Bill Inquiry/Dispute (Charges sustained)		$25.00 / Incident	

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[3] Refer to related terms, conditions and pricing in CA for this rate element, including its calculation and application. The Flow Through Objective is 95.0%.

[4] Discount applies only once per LSR (e.g., do not get same discount applied twice to the same LSR).

[5] Refer to related terms, conditions and pricing in CA for this rate element, including its calculation and application.

51			Paper Bill		$25.00 / Incident	
52			Duplicate Bill		$25.00 / Incident	
53			False Technician Dispatch (CLEC Fault)		$75.00 / Incident	
54			Non-EFT payment or credit		$25.00 / Incident	
55	**911/E911**		911 Database Management ANI/ALI/SR Per 100 Records per state (SBC IL,SBC IN, SBC MI, SBC OH, SBC WI)[6]	$4.10		

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[6] Number of records are rounded up to the nearest 100, per a State basis.