

AMENDMENT

BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
MISSOURI**

AND

BUDGET PREPAY, INC. D/B/A BUDGET PHONE



Signature: eSigned - Robin Enkey

Signature: eSigned - William A. Bockelman

Name: eSigned - Robin Enkey
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Title: Compliance and Contracts
 (Print or Type)

Title: Director
 (Print or Type)

Date: 16 Dec 2015

Date: 21 Dec 2015

Budget Prepay, Inc. d/b/a Budget Phone

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

State	Resale OCN	ULEC OCN
MISSOURI	8494	815A

Description	ACNA Code(s)
ACNA(s)	BGP

**AMENDMENT TO THE AGREEMENT
BETWEEN
BUDGET PREPAY, INC. D/B/A BUDGET PHONE
AND**

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

This amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T MISSOURI") and Budget Prepay, Inc. d/b/a Budget Phone ("CLEC"). AT&T MISSOURI and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T MISSOURI and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 9, 2009 and as subsequently amended (the "Agreement"); and

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

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1 Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Customer Information Services (CIS)**
 - 3.1 With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 3.2 Add Appendix – Customer Information Services (CIS), attached hereto as Exhibit A, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
 - 3.3 **Add the following provisions to the Attachment or Appendix for Resale**
 - 3.3.1 For Resale service, AT&T MISSOURI will provide Customer Information Services to CLEC's end users where technically feasible and/or available to AT&T MISSOURI retail end users. Dialing, response, and sound quality will be provided in parity to AT&T MISSOURI retail end users.
 - 3.3.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its end users' service locations.
 - 3.3.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T MISSOURI for billing to Resale end user accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T MISSOURI.
 - 3.3.4 AT&T MISSOURI shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to end users or others by CLEC. Applicable rates and

charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

3.3.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its end users for such services.

3.3.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to replace General Terms and Conditions Section 17 from the Agreement with the following language:

17. Notices

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

17.1.1 delivered by electronic mail (email).

17.1.2 delivered by facsimile.

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

17.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.

17.2.2 delivered by facsimile provided CLEC has provided such information in Section 17.4 below.

17.3 Notices will be deemed given as of the earliest of:

17.3.1 the date of actual receipt.

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

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

17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Robin Enkey Compliance and Contracts
STREET ADDRESS	1325 Barksdale Blvd., Suite 200
CITY, STATE, ZIP CODE	Bossier City, LA 71111
PHONE NUMBER*	(318) 671-5000 x5784

FACSIMILE NUMBER	(381) 671-5024
EMAIL ADDRESS	robine@budgetprepay.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

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

- 17.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 17.6 In addition, CLEC agrees that it is responsible for providing AT&T MISSOURI with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T MISSOURI to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 17.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - 17.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - 17.6.2 CLEC may be able to place orders for certain services in AT&T MISSOURI without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 17.7 AT&T MISSOURI communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

5. The parties agree to add the following definitions to the General Terms and Conditions in the Interconnection Agreement:

"AT&T-21STATE" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

"AT&T CALIFORNIA" means the AT&T owned ILEC doing business in California.

"AT&T MIDWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

"AT&T SOUTHEAST REGION 9-STATE" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

"AT&T SOUTHWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

6. Conflict between this Amendment and the Agreement

- 6.1 This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

- 1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.
- 1.2 OS/DA:
- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
- 1.2.1.1 CLEC's own physical Switches,
- 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service, or
- 1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.
- 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
- 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 INW:
- 1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.
- 1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.
- 1.4 DAL:
- 1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 **Definitions**

2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.

2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

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

2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider’s switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.

2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

2.7 “Toll Center Code” means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 **Operator Services (OS) / Directory Services (DA)**

3.1 Dialing Parity:

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

3.2 Response Parity:

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

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

3.3 Requirements to Physically Interconnect:

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

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

3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC’s switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User’s physical

billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
 - 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
 - 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
 - 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
 - 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements:
- 3.3.6.1 OS Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.3.6.2 DA/ DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate

traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

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

3.4.2 OS Call Processing:

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

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

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

3.5.2 DA Call Processing:

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

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

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

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

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE 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 OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 AT&T-21STATE will be responsible for loading the CLEC 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-21STATE End Users. CLEC will be responsible for paying the initial

recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
 - 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

- 4.1 Responsibilities of the Parties:
 - 4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.
 - 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
 - 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.
- 4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.
 - 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.

4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).

5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.

5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.

5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.

5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.

5.2.1.2 In the event a telephone service subscriber has a “non-published” listing, a “non-published” classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC’s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC’s database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party’s DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party’s breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE’s DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days’ written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

6.1 General Provisions:

- 6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.
- 6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

- 6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 6.2.1.2 Listing Information Confidentiality:
- 6.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 6.2.1.3 Unlisted/Non-Published End Users:
- 6.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.
- 6.2.1.4 Additional, Designer and Other Listings:
- 6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.
- 6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of

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

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.

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

6.2.6 Use of Subscriber Listing Information:

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

6.2.6.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions:

7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				2.00	NA	NA	
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service				\$2.10	NA	NA	per listing
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification/Interrupt [BLV/I]) per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN