



ATTACHMENT 16 - RESALE



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1.0 **Introduction**

- 1.1 This Attachment sets forth terms and conditions for Resale Services provided by **AT&T-22STATE** to CLEC.
- 1.2 To the extent required by Section 251(c)(4) of the Act, **AT&T-22STATE** shall make available to CLEC for resale at wholesale rates Telecommunications Services that **AT&T-22STATE** provides at retail to End Users who are not Telecommunications Carriers.
- 1.3 Each state-specific avoided cost discount applicable to rates paid by CLEC for the resale of Telecommunications Services is referred to herein as a Resale Discount. Where available, Resale Discounts are listed in the Pricing Schedule; if not listed in the Pricing Schedule, the Resale Discount(s) and/or rate(s) as stated or reflected in the applicable Tariff shall apply.
- 1.4 Except as otherwise expressly provided herein, the state-specific Tariff(s) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **AT&T-22STATE** to its End Users.
- 1.5 Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.0 **Definitions**

- 2.1 “Special Needs Services” means services for the physically disabled as defined in state-specific Tariffs.
- 2.2 “Tariff” means the most current state-specific retail and, where available, resale tariff(s) and/or Guidebook(s) (the latter as posted on the AT&T CLEC online website).

3.0 **General Provisions**

- 3.1 **AT&T-22STATE**'s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are concurrently offered to **AT&T-22STATE**'s End Users at retail.
- 3.2 **AT&T-22STATE** has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of **AT&T-22STATE**'s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.
- 3.3 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a service has been grandfathered it is available to CLEC for resale at the Resale Discount pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
 - (i) to the same End User and
 - (ii) at that End User's existing location, both at the time of grandfathering.
- 3.4 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the Tariff(s) applicable to the state(s) in which service is being offered.

- 3.5 Except where otherwise explicitly permitted in **AT&T-22STATE**'s Tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.6 CLEC shall only resell services provided under this Attachment to the same category of End User(s) to whom **AT&T-22STATE** offers such services (for example, residence service shall not be resold to business End Users).
- 3.6.1 Where available for Resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services and/or low income assistance services (e.g., LifeLine and Link-Up) to End Users who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.
- 3.7 When ordering services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to **AT&T-22STATE** upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End Users for such offering or promotion. **AT&T-22STATE** may request up to one (1) audit for each promotion per 12-month period that may cover up to the preceding twenty-four (24) month period.
- 3.8 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that **AT&T-22STATE** shall offer Short-Term Promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.
- 3.9 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.
- 3.10 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local Exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.
- 3.11 If CLEC is in violation of any provision of this Attachment, **AT&T-22STATE** will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **AT&T-22STATE** in writing that the violation has been corrected. **AT&T-22STATE** will bill CLEC a sum equal to:
- (i) the charges that would have been billed by **AT&T-22STATE** to CLEC or any Third Party but for the stated violation and
 - (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater.
- Should CLEC dispute the stated violation, CLEC must notify **AT&T-22STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the Resale Notice from **AT&T-22STATE** and comply with the Dispute Resolution provisions of the General Terms and Conditions (GT&C) of the Agreement ("Dispute Resolution provisions"). Resolution of any dispute under this Attachment shall also be conducted in compliance with the Dispute Resolution provisions in the GT&C.
- 3.12 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption (or resale to similarly-situated end users) of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof (including, without limitation, the wholesale discount, if any,

associated with such resale). Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

- 3.13 Except where otherwise required by law, CLEC shall not, without AT&T-22STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-22STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-22STATE in the provision of Telecommunications Services to CLEC's End Users.

4.0 Responsibilities of Parties

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-22STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-22STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.
- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-22STATE is free to reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-22STATE maintenance center(s) twenty-four (24) hours a day, seven (7) days a week, or otherwise shall be in parity with the ability offered by AT&T-22STATE to its End Users. CLEC will be assigned Maintenance Center(s) when CLEC's initial service agreements are made. CLEC End Users calling AT&T-22STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-22STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-22STATE's network facilities, including without limitation those on End User premises.
- 4.4 CLEC's End Users' activation of Call Trace and annoying call complaints shall be handled by the AT&T-22STATE operations centers responsible for handling such requests. AT&T-22STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-22STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-22STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-22STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-22STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-22STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the GT&C's of the Agreement.

5.0 Billing and Payment of Rates and Charges

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by **AT&T-22STATE** 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-22STATE**.

5.2 **AT&T-22STATE** 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.

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

5.2.2 If CLEC does not wish to be responsible for Alternately Billed Traffic ("ABT"), including but not limited to payment of charges for collect, third number billed, and 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. The rates, terms and conditions for ABT can be referenced in Attachment 10 - ABT.

6.0 Ancillary Services

6.1 E911 Emergency Service: The terms and conditions for the provision of **AT&T-22STATE** 911 services are contained in Attachment 05 – 911/E911.

6.2 White Pages: The rates, terms and conditions for the provision of White Pages services are contained in White Pages section of Attachment 06 - Customer Information Services.

6.3 Resale Operator Services and Directory Assistance (OS/DA): The rates, terms and conditions for reselling **AT&T-22STATE** OS/DA services are contained in OS/DA section of Attachment 06 - Customer Information Services.

6.4 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Pay Telephone Service is the only local service available for resale to PSPs. Rates for Pay Telephone Service are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not subject to a wholesale discount under Section 251(c) (4) of the Act.

7.0 Suspension of Service

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 CLEC may offer to resell Customer Initiated Suspension and Restoral Service, as defined in the applicable Tariff(s), to its End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount unless required by Commission order(s).

7.3 **AT&T-22STATE** will offer Suspension of Service to CLEC for the purpose of CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount, unless required by Commission order(s).