



PRICING SCHEDULE

1.0 **Pricing Schedule**

1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 Replacement of Non-Interim Rates

1.2.1 Certain of the current rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established "Current Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e. not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, CLEC's billing tables will be updated to reflect (and CLEC shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.1 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.1 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:

1.2.1.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T-22STATE** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.

1.2.1.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.2.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2.) becomes effective (following the date the Agreement is approved or deemed to have been approved by the

Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Replacement of Interim Rates

- 1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Interconnection Services specifically identified herein as interim, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **AT&T-22STATE** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **AT&T-22STATE** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.3.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.

1.4 Notice to Adopting CLECs

- 1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **AT&T-22STATE** and the Adopting CLEC (i.e. following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this

Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.

- 1.4.2 AT&T-22STATE obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-22STATE may reject the order. CLEC must amend this Agreement to allow ordering of products and services for which complete rates, terms and conditions did not exist as of the Effective Date of the Agreement to the extent such product or service is still available at the time of the request. In the event that CLEC orders, and AT&T-22STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.4.3 CLEC shall pay for the product or service provisioned to CLEC at the rates set forth in AT&T-22STATE's applicable intrastate tariff(s) for the product or service or, to the extent there are no tariff rates, terms or conditions available for the product or service in the applicable state, then CLEC shall pay for the product or service at AT&T-22STATE's current generic contract rate for the product or service set forth in AT&T-22STATE's applicable state-specific generic Pricing Schedule as published on the AT&T CLEC Online website; or
- 1.4.4 CLEC will be billed and shall pay for the product or service as provided in Section 1.4.3 above, and AT&T-22STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If CLEC and AT&T-22STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.
- 1.4.5 AT&T-22STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-22STATE's right to charge and collect payment for such products and/or services.
- 1.4.6 Where the rate for an AT&T-22STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.
- 1.4.7 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.
- 1.5 Establishment of "TBD" Rates
- 1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or no rate is shown, the Parties understand and agree that when a rate, price or charge is established by AT&T-22STATE for that Interconnection Service and incorporated into AT&T-22STATE's current state-specific Generic Pricing Schedule as published on the AT&T CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Interconnection Service provided under this Agreement back to the Effective Date of this Agreement as to any orders CLEC submitted and AT&T-22STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-22STATE shall provide Written Notice to CLEC of the application of the rate,

price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate that applies to such Product or Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T-22STATE shall bill CLEC to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties.

- 1.5.2 AT&T-22STATE's provisioning of such orders for such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of AT&T-22STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

- 1.6.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.
- 1.6.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-22STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-22STATE will round up to the next whole mile before determining the mileage and applying rates.

1.7 Non-Recurring Charges:

- 1.7.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges."
- 1.7.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.
- 1.7.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-22STATE, without any facilities rearrangements to AT&T-22STATE's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 1.7.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-22STATE to process a request for installation, disconnection, rearrangement, change, or record order.
- 1.7.5 In some cases, Commissions have ordered AT&T-22STATE to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-22STATE, regardless of whether or not a disconnect order is issued by CLEC.
- 1.7.6 Time and Material charges (a.k.a. additional labor charges) are defined in the Price Schedule contained herein.
- 1.7.7 Loop Zone charges are defined in the Price Schedule contained herein.