



at&t

WHOLESALE AGREEMENT

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CLEC Agreement with:

New Talk, Inc.

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AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS (SERVICES) AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), and New Talk, Inc. (CUSTOMER), a Texas corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or CUSTOMER or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of Kentucky; and

WHEREAS, CUSTOMER is a Competitive Local Exchange Carrier (CLEC) authorized to provide Telecommunications Services in the state(s) of Kentucky; and

WHEREAS, AT&T desires to provide and CUSTOMER desires to purchase certain Services not required pursuant to Section 251 of the Telecommunications Act of 1996 (Act);

NOW, THEREFORE, in consideration of the mutual agreements contained herein, AT&T and CUSTOMER agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

AT&T Southeast Region 9-State is defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

Commission is defined as the appropriate regulatory agency in each state of AT&T's Southeast Region 9-State (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. Scope of this Agreement

1.1 This Agreement sets forth the obligations of each Party with respect to AT&T's provision of certain services, set forth herein, to CUSTOMER (Service(s)). AT&T will make available to CUSTOMER the Services and CUSTOMER agrees to purchase AT&T's Services as set forth herein.

1.2 Notwithstanding Section 18 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and to the extent applicable, § 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC.

2. CLEC Certification

2.1 Prior to execution of this Agreement, CUSTOMER agrees to provide AT&T in writing CUSTOMER's CLEC certification for all states covered by this Agreement except Kentucky. Should CUSTOMER's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, or AT&T may refuse to provide Services hereunder in that state until certification is reinstated in that state. CUSTOMER shall provide proof of authority to do business, issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

2.2 To the extent CUSTOMER is not certified as a CLEC, or has not provided proof of authority to do business in any state covered by this Agreement as of the execution hereof, CUSTOMER may not purchase Services under this Agreement in that state. CUSTOMER will notify AT&T in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, CUSTOMER may thereafter purchase Services pursuant to this Agreement in that state.

3. Term of the Agreement

- 3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the AT&T Southeast Region 9-State. It shall continue in effect until December 31, 2008, except as otherwise provided in this Agreement. This Agreement shall continue in effect as specified herein unless:
- a) Either Party terminates, without cause, at any time upon at least thirty (30) days prior written notice to the other Party provided no Services are being purchased pursuant to this Agreement; or
 - b) Either Party terminates pursuant to the terms hereof upon the other's breach.
- 3.2 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then all monies owed on all outstanding invoices shall become due, and in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.
- 3.3 To the extent CUSTOMER is in breach or default of its obligations under any other agreement or tariff to which AT&T and CUSTOMER are parties, such breach or default shall be deemed a breach or default under this Agreement, and AT&T may exercise any right of disconnection, suspension or termination of services, or any other rights upon default or breach as described in this Agreement, to the same extent such rights may be exercised for a default or breach under this Agreement.
- 3.4 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of AT&T facilities or service, or abuse of AT&T facilities.
- 3.5 Upon termination of this Agreement, the rates, terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that AT&T specifies for the completion of the transition, whichever is earlier, (Transition Period). CUSTOMER shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

4. Rates

- 4.1 CUSTOMER shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement for any Services provided pursuant to this Agreement, AT&T reserves the right to back bill CUSTOMER for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement.
- 4.2 To the extent a rate element is omitted or no rate is established, AT&T has the right not to provision such Service until the Agreement is amended to include such rate.

4.3 To the extent CUSTOMER requests Services not included in this Agreement, such Services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

4.4 In the event that this Agreement or an amendment to this Agreement effects a rate change, AT&T will make a change to such rates. The change shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

5. Court Ordered Requests for Call Detail Records and Other Subscriber Information

5.1 Subpoenas Directed to AT&T. Where AT&T provides the Services for CUSTOMER, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to CUSTOMER's End Users. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for CUSTOMER's End Users for the same length of time it maintains such information for its own End Users.

5.2 Subpoenas Directed to CUSTOMER. Where AT&T is providing to CUSTOMER Services, then CUSTOMER agrees that in those cases where CUSTOMER receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CUSTOMER's End Users, and where CUSTOMER does not have the requested information, CUSTOMER will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with Section 5.1 above.

5.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

6. Liability and Indemnification

6.1 CUSTOMER Liability. In the event that CUSTOMER consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party requests Services under this Agreement using CUSTOMER's codes, all such entities shall be jointly and severally liable for the obligations of CUSTOMER under this Agreement.

6.2 Liability for Acts or Omissions of Third Parties. AT&T shall not be liable to CUSTOMER for any act or omission of another entity providing services to CUSTOMER.

6.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, AT&T's liability to CUSTOMER for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Services not performed or improperly performed.

6.3.1 CUSTOMER may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that, to the maximum extent permitted by applicable law, CUSTOMER shall not be liable to the End User or

third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount CUSTOMER would have charged that applicable person for the Service that gave rise to such loss and (ii) indirect, incidental or consequential damages. To the extent that CUSTOMER elects not to place in its tariffs or contracts such limitations of liability, and AT&T incurs a loss as a result thereof, CUSTOMER shall indemnify and reimburse AT&T for that portion of the loss that would have been limited had CUSTOMER included in its tariffs and contracts the limitations of liability that AT&T included in its own tariffs at the time of such loss, except to the extent caused by AT&T's gross negligence or willful misconduct.

- 6.3.2 AT&T shall not be liable for damages to CUSTOMER's terminal location, equipment or End User premises resulting from the furnishing of a Service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by AT&T's negligence or willful misconduct.
- 6.3.3 Under no circumstance shall AT&T be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, CUSTOMER recognizes that AT&T may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services described in this Agreement, and, while AT&T shall use diligent efforts in this regard, CUSTOMER acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 6.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on AT&T different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 6.4 Indemnification for Certain Claims. Except as otherwise set forth in this Agreement and except to the extent caused by AT&T's gross negligence or willful misconduct, AT&T, its Affiliates, parent company and their employees and agents shall be indemnified, defended and held harmless by CUSTOMER against any claim, loss or damage arising from CUSTOMER's use of the Services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of CUSTOMER's own communications, or (2) any claim, loss or damage claimed by any third party (including, but not limited to, a customer of the Party receiving services) arising from CUSTOMER'S use or reliance on AT&T's Services, actions, duties, or obligations arising out of this Agreement.
- 6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. CUSTOMER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7. Intellectual Property Rights and Indemnification

- 7.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of Telecommunications Services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.
- 7.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non assignable, non exclusive, non transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any Service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 7.3 Intellectual Property Remedies
- 7.3.1 Indemnification. The Party providing a Service pursuant to this Agreement will defend the Party receiving such Service or data provided as a result of such Service against claims of infringement arising solely from the use by the receiving Party of such Service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 above.
- 7.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of AT&T is likely to become, the subject of a third party claim, action, suit, or proceeding based on intellectual property infringement, then AT&T shall have the right to terminate, upon reasonable notice, this Agreement with respect to use of, or Services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 7.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the

indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

- 7.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8. Proprietary and Confidential Information

- 8.1 Proprietary and Confidential Information. It may be necessary for AT&T and CUSTOMER, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 8.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees, consultants, contractors and agents of Recipient or its Affiliates with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipients may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Information remains at all times the property of the Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such information has been returned or destroyed.

- 8.3 Exceptions

- 8.3.1 Recipient will not have an obligation to protect any portion of the Information which:

- 8.3.2 (a) is made publicly available by the Discloser or lawfully by a non-Party to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

- 8.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 8.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 8.6 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 8 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9. Disclosure

Notwithstanding anything in this Agreement, upon execution hereof, AT&T may use CUSTOMER's name in connection with a press release relating to the execution of this Agreement. In addition, AT&T shall post this Agreement or file it with the FCC, as appropriate, to the extent such posting or filing may be required in AT&T's reasonable discretion. Except as expressly set forth in this Agreement, neither Party will disclose any terms of this Agreement to any third party unless required by law, by court order, or by order of a regulatory body having jurisdiction over the Party from whom disclosure is sought.

10. Resolution of Disputes

In the event the Parties are unable to resolve any disputes that arise under this Agreement, the aggrieved Party shall pursue resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue. Except as otherwise provided in this Agreement, nothing herein shall be deemed a waiver of any right of a Party to pursue any remedy at law or in equity.

11. Taxes

- 11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

- 11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

- 11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party
- 11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.
- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees do not apply, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to apply, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.
- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall promptly notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided,

however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.

11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party

11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.

11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

11.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. The purchasing Party shall have the right to contest, at its own expense, any such tax or fee that it believes is not applicable or was paid by it in error. If requested in writing by the purchasing Party, the providing Party shall facilitate such contest either by assigning to the purchasing Party its right to claim a refund of such tax or fee, if such an assignment is permitted under applicable law, or, if an assignment is not permitted, by filing and pursuing a claim for refund on behalf of the purchasing Party but at the purchasing Party's expense.

11.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

11.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.4.7 Each Party shall promptly notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; provided, however, that the failure of a Party to provide notice shall not relieve the other Party of any obligations hereunder.

11.5 Additional Tax and Fee Provisions

11.5.1 Mutual Cooperation. In any contest of a tax or fee by one (1) Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.5.2 Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of a tax or fee shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed tax or fee; and under no circumstances shall either Party have the right to bring a dispute related to the application or amount of a tax or fee before a regulatory authority.

12. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by CUSTOMER, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non performance and both Parties shall proceed whenever such causes are removed or cease.

13. **Modification of Agreement**

13.1 Subject to the provisions of Section 19 below, if CUSTOMER changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of CUSTOMER to notify AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable. Additionally, CUSTOMER shall provide AT&T with any necessary supporting documentation.

13.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

14. Non-waiver of Legal Rights

- 14.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s); provided, however, that any modification of any law, rule or order issued pursuant to the Act shall not impact or modify the Parties' rights and obligations pursuant to this Agreement.

15. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

16. Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19. Assignments and Transfers

- 19.1 CUSTOMER shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of AT&T. No transfer or assignment of this Agreement or of any right, obligation or duty, or any other interest hereunder to any entity by contract, merger, operation of law or otherwise, shall be effective without the prior written consent of

AT&T and any such assignment or transfer shall be null and void. AT&T may withhold its consent in its sole discretion. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that CUSTOMER is providing service. After AT&T's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, CUSTOMER shall not assign this Agreement to any Affiliate or non affiliated entity unless either (1) CUSTOMER pays all bills, past due and current, under this Agreement, or (2) CUSTOMER's assignee expressly assumes liability for payment of such bills.

19.2 In the event that CUSTOMER desires to transfer any Services hereunder to another provider of Telecommunications Service, or CUSTOMER desires to assume hereunder any services provisioned by AT&T to another provider of Telecommunications Service, the Parties shall negotiate the applicable rates, terms and conditions for such a transfer and CUSTOMER shall follow AT&T's established process for completing such a transfer.

19.3 Change in Control

19.3.1 In the event that CUSTOMER enters into an agreement which, when consummated, would cause CUSTOMER to become subject to a Change of Control at any point during the term of this Agreement, CUSTOMER shall notify AT&T, and AT&T's consent to such Change in Control, which shall not be unreasonably withheld shall be required. To the extent CUSTOMER consummates any such Change in Control prior to AT&T's consent, AT&T, in its sole discretion, may terminate this Agreement upon 30 days prior written notice to CUSTOMER.

19.3.2 The following definitions apply for purposes of this Section 19.3:

19.3.2.1 "Change of Control" means a change in Control of CUSTOMER (or its Controlling Affiliate or Controlling Affiliates) where such Control is acquired by any third party.

19.3.2.2 "Control" or "Controlling" or "Controlled by" shall, depending upon the context in which it is used, refer respectively to (a) a person that holds fifty percent (50%) or more of the voting power of another person, or (b) a person, fifty percent (50%) or more of whose voting power is held by another person. In addition, Control of a person includes the power, direct or indirect, to elect a majority of its board of directors or similar governing body or to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

19.3.2.3 "Affiliate" means another person that directly or indirectly Controls, is Controlled by, or is under common Control with, CUSTOMER.

20. Notices

20.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered

either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

New Talk, Inc.

Byron Young
President
112 E. Seminary Drive
Suite B
Ft Worth, TX 76115
817.371.5279
302.371.5279
byron@newtalkonline.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 20.3 Notwithstanding the foregoing, AT&T shall post to the AT&T Web site changes to business processes and policies and shall post to the AT&T Web site or submit through applicable electronic systems, other business related notices not requiring an amendment to this Agreement.

21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

25. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

26. Entire Agreement

26.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 26.2 below, and all incorporated documents, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties as they relate to the Services provided under this Agreement and merges all prior discussions between them. Any orders placed under a prior commercial agreement between the Parties for the same like services subsequently provided pursuant to this Agreement shall be governed by the terms of this Agreement and CUSTOMER acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior commercial agreements between the Parties, related to the subject matter hereof, shall, as of the Effective Date, be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement; provided, however, that the rates of such prior commercial agreement shall apply to such services until the effective date hereof. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

26.2 This Agreement includes Attachments and Exhibits, incorporated herein by reference with provisions for the following:

Services

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

Billing

26.3 Any reference throughout this Agreement to a tariff, industry guideline, AT&T's technical guideline or reference, AT&T business rule, guide or other such document containing processes or specifications applicable to the Services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these Services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference and may be found at AT&T's Wholesale – Southeast Web site at: <http://wholesale.att.com>. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned; provided, however, that in any state where certain AT&T services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T provides such services as a result of detariffing or deregulation.

27. Service Levels

Notwithstanding any provision of any document referenced herein, AT&T shall not be subject to any intervals, performance measurements or penalty payments associated with the performance of this Agreement.

New Talk, Inc.

By: *[Signature]*
Name: Byron Young
Title: President
Date: 9/12/2008

**BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky**

By: *[Signature]*
Name: Kristen E. Shore
Title: Director
Date: 10/24/08

	OCN #	ACNA
KENTUCKY	<u>496D</u>	<u>0GG</u>

Attachment 1

Services

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Services

1. Introduction

- 1.1 Upon request of CUSTOMER, AT&T shall provide Wholesale Switch Port Services and Wholesale Local Platform Services as set forth in this Attachment, at the rates set forth in Exhibit A, and pursuant to the terms and conditions of this Agreement. The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement. The network components and associated services and functions that comprise Wholesale Switch Port Services and Wholesale Local Platform Services or that may be purchased in conjunction with Wholesale Switch Port Services and Wholesale Local Platform Services under this Agreement are available pursuant to this Agreement only in conjunction with CUSTOMER's purchase of Wholesale Switch Port Services and Wholesale Local Platform Services and are not available for individual purchase. These Services are provided to CUSTOMER solely for the purpose of providing Telecommunications Services to CUSTOMER's End Users and CUSTOMER agrees not to use such Services for any other purpose.
- 1.2 The network components provided as part of the Services offered hereunder may be subject to modification, retirement, upgrades or other changes. AT&T shall provide notice of such changes in accordance with the applicable provisions of the FCC's network disclosure requirements and any other applicable laws or regulations. In the event a network component is retired, such network component is no longer available.
- 1.3 Unless otherwise specified, the terms and conditions in this Attachment related to Wholesale Switch Port Services apply to both DS0 and DS1 Wholesale Switch Port Services, and the terms and conditions in this Attachment related to Wholesale Local Platform Services apply to both DS0 and DS1 Wholesale Local Platform Services.

2. Wholesale Switch Port Services

- 2.1 Wholesale Switch Port Services provide the features, functions and capabilities of the local circuit switch, including dial tone, the ability to originate and terminate calls, and all vertical features that the local circuit switch is capable of providing and that are available.
- 2.1.1 When ordering Wholesale Switch Port Services, network components that allow for the transport and termination of originated calls and the receipt of calls destined for the switch port are included. These network components, which each have their own pricing elements, include End Office Switching, Tandem Switching and Common Transport. CUSTOMER may also order for an additional charge switch based vertical features that the switch is capable of providing and that are available. AT&T may make available certain ancillary services that may be ordered with the Wholesale Switch Port Services. If available, such ancillary services will be ordered pursuant to AT&T's tariff or pursuant to an AT&T resale agreement.
- 2.1.2 When ordering Wholesale Switch Port Services as a stand-alone element, CUSTOMER is responsible for obtaining other required elements or components that may be needed to provide its

desired voice grade services. These elements or component may include but are not limited to: loops; collocation arrangements; and collocation cross-connects between the Wholesale Switch Port Services and CUSTOMER's collocation arrangement.

- 2.1.3 Wholesale Switch Port Services shall be provided at DS0 and DS1 levels. The following Wholesale Switch Ports are available for ordering. For services not currently available, CUSTOMER may contact their Local Contract Manager and will follow the appropriate AT&T processes.
- 2.1.3.1 DS0 Wholesale Switch Ports listed below shall be provisioned with a 2-wire voice grade port:
 - 2.1.3.1.1 DS0 Wholesale Switch Port - Residential Service;
 - 2.1.3.1.2 DS0 Wholesale Switch Port - Business Service;
 - 2.1.3.1.3 DS0 Wholesale Switch Port - Residential Service with Remote Call Forwarding;
 - 2.1.3.1.4 DS0 Wholesale Switch Port - Business Service with Remote Call Forwarding; or
 - 2.1.3.1.5 DS0 Wholesale Switch Port – Coin.
- 2.1.3.2 DS1 Wholesale Switch Ports for Integrated Services Digital Network/Primary Rate ISDN (ISDN/PRI) and ISDN/PRI with Detailed E911 Locator Capability shall be provisioned with a 4-wire ISDN port.
- 2.1.4 End Office Switching. End Office Switching provides the switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. End Office Switching includes the pricing elements of End Office Switching Function and End Office Trunk Ports, as set forth in Exhibit A.
- 2.1.5 Tandem Switching
 - 2.1.5.1 Tandem Switching provides the following: (i) trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including, but not limited to call recording, the routing of calls to operator services and signaling conversion features. Tandem Switching includes the pricing elements of Tandem Switching Function, Tandem Trunk Ports, Melded Tandem Switching Function and Melded Tandem Trunk Ports, as set forth in Exhibit A.
 - 2.1.5.2 When an interoffice call originates from a Wholesale Switch Port and terminates to an AT&T, independent company (ICO) or facility based CLEC end office, AT&T shall apply the Melded Tandem Switching rate(s) as set forth in Exhibit A. For all other calls utilizing Tandem Switching, the Tandem Switching rate as set forth in Exhibit A shall apply.
- 2.1.6 Common Transport. Common (Shared) Transport is defined as transmission facilities shared by more than one (1) carrier, including AT&T, between end office switches, between end office switches and tandem switches, and between tandem switches, in AT&T's network. Common

Transport includes the pricing elements of Common Transport per Mile and Common Transport Facilities Termination as set forth in Exhibit A.

2.1.7 Switch Based Vertical Features

2.1.7.1 Switch based vertical features include vertical features that the circuit switch is capable of providing and that are available and may be ordered in conjunction with the Wholesale Switch Port. Switch based vertical features are ordered separately and shall be charged at a single rate, as set forth in Exhibit A, regardless of the number of vertical features ordered. CUSTOMER may add or delete vertical features at no additional charge except the applicable ordering charge.

2.1.7.2 To the extent that a circuit switch is technically capable of providing a switch based vertical feature but such switch based vertical feature is not currently available, CUSTOMER may contact their Local Contract Manager and shall follow the appropriate AT&T processes.

2.1.8 Ancillary Services. CUSTOMER may request certain non-switch based services that are available with Wholesale Switch Port Services. If available, such services shall be provided pursuant to AT&T's Tariff or pursuant to a separate AT&T resale agreement.

2.1.8.1 Directory Listings

2.1.8.1.1 AT&T shall provide one (1) basic White Pages directory listing per telephone number per End User account at no charge other than applicable service order charges as set forth in AT&T's Tariffs. If such listing is requested on the initial local service request (LSR) associated with the request for Service, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 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, separate service order charges as set forth in AT&T's Tariffs shall apply, as well as the manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2. Additional, enhanced and miscellaneous listings may be provided and shall be rated according to AT&T's General Subscriber Services Tariff (GSST), and tariffed service order charges and manual or electronic service order charges shall apply.

2.2 Remote Call Forwarding

2.2.1 As an option, AT&T shall make available to CUSTOMER a DS0 switch port with Remote Call Forwarding (RCF) capability. RCF service combines the functionality of End Office Switching, Tandem Switching and Common Transport to forward calls from the RCF service telephone number (i.e., the number dialed by the calling party) to another telephone number selected by the RCF service subscriber (Forward-to-Number). When ordering RCF service, CUSTOMER will ensure that the following conditions are satisfied:

2.2.1.1 The End User of the Forward-to-Number agrees to receive calls forwarded using the RCF service (if such End User is different from the RCF service End User);

- 2.2.1.2 The Forward-to-Number is equipped with sufficient capacity to receive the volume of calls that will be generated from the RCF service; and
- 2.2.1.3 The Forward-to-Number is not a public safety number (e.g., 911, fire or police number).
- 2.2.2 In addition to the charge for the RCF service port, AT&T shall charge CUSTOMER the rates set forth in Exhibit A for End Office Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the RCF service telephone number to the Forward-to-Number.
- 2.3 Detailed E911 with Locator Capability
- 2.3.1 CUSTOMER is required to purchase Detailed E911 Locator Capability with any 4-wire ISDN DS1 Port, that has the ability to make and receive voice calls to or from the Public Switched Telecommunications Network (PSTN).
- 2.3.2 Detailed E911 with Locator Capability allows End Users located on CUSTOMER's network ring or loop facilities direct access into an E911 tandem office, delivering the telephone number and location of the End User's number as well as the actual physical location of the calling party's extension to the appropriate E911 Public Safety Answering Point (PSAP).
- 2.3.3 All CUSTOMER's End Users who have service provisioned via 4-wire ISDN DS1 Port with Detailed E911 Locator Capability shall be physically located in the E911 Tandem Switch service area.
- 2.3.4 CUSTOMER shall pass its End User's telephone number to AT&T over the Primary Rate Interface trunk group via Automatic Number Identification (ANI).
- 2.3.5 CUSTOMER shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User's listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.
- 2.3.6 CUSTOMER will be liable for any errors resulting from the submission of invalid telephone number and address/location data for CUSTOMER's End Users.
- 3. **Wholesale Local Platform Services**
- 3.1 Wholesale Local Platform Services provide an end to end Telecommunications Service by combining Wholesale Switch Ports with the loop network component described in this Agreement, which together provide local exchange service for the origination or termination of calls. The loop network component described in this Agreement shall only be provided as part of the Wholesale Local Platform Service. Wholesale Local Platform Services support the same calling and feature attributes as described in the Wholesale Switch Port Services section of this Attachment.
- 3.2 The following DS0 Wholesale Local Platform Services are available for ordering. For services not currently available CUSTOMER shall contact their Local Contract Manager and will follow the appropriate AT&T processes.

- 3.2.1 DS0 Wholesale Local Platform Services listed below shall be provisioned with a 2-wire voice grade port and either a non-designed (SL1) or designed (SL2) 2-wire voice grade loop. Exhibit A shall list the applicable loops associated with each of the DS0 Wholesale Local Platform Services:
- 3.2.1.1 DS0 Wholesale Local Platform Service [Residence];
- 3.2.1.2 DS0 Wholesale Local Platform Service [Business];
- 3.2.1.3 DS0 Wholesale Local Platform Service [Residence – Private Branch Exchange (PBX)];
- 3.2.1.4 DS0 Wholesale Local Platform Service [Business – PBX];
- 3.2.1.5 DS0 Wholesale Local Platform Service [Coin];
- 3.2.1.6 DS0 Wholesale Local Platform Service [Direct Inward Dial (DID)];
- 3.2.1.7 DS0 Wholesale Local Platform Service [Residence – Foreign Exchange (FX)/Foreign Central Office (FCO)];
- 3.2.1.8 DS0 Wholesale Local Platform Service [Business – FX/FCO];
- 3.2.1.9 DS0 Wholesale Local Platform Service [PBX – FX/FCO]; and
- 3.2.1.10 DS0 Wholesale Local Platform Service – [PBX/DID with E911 Call Locator].
- 3.2.2 DS0 Wholesale Local Platform Services listed below shall be provisioned with a 2-wire ISDN port and a 2-wire ISDN digital loop:
- 3.2.2.1 DS0 Wholesale Local Platform Service – [ISDN/BRI]
- 3.3 DS1 Wholesale Local Platform Services include the following. For services not currently available CUSTOMER shall contact their Local Contract Manager and will follow the appropriate AT&T processes.
- 3.3.1 DS1 Wholesale Local Platform Service – Direct Digital Integration Termination Service (DDITS). DS1 Wholesale Local Platform Service –DDITS is an arrangement that allows the termination of a 4-wire DS1 digital loop directly into a digital switch port. It will consist of a DS1 facility that will be terminated into a digital carrier trunk port on a switch. These ports can only be used for DS1 terminations on the trunk side of the switch. A DDITS arrangement can consist of twenty-four (24) DS0 level channels that can be configured as a 2-way, 2-way DID with user transfer, 1-way outward, or 1-way inward with or without DID service. This service allows for assigning multiple trunk groups (made up of individual channel assignments) within a single digital loop, single trunk groups across multiple digital loops, or combinations of both.
- 3.3.2 DS1 Wholesale Local Platform Service – 4-wire ISDN/PRI. DS1 Wholesale Local Platform Service - 4-wire ISDN/PRI is a 4-wire ISDN DS1 port and 4-wire DS1 digital loop that is an intraLATA offering supported by the ISDN architecture. DS1 Wholesale Local Platform Service – 4-wire

ISDN/PRI provides an ISDN-based, DS1 access to the PSTN and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service provides connectivity between ISDN compatible Customer Provided Equipment (CPE) and a serving central office. The basic channel structure is twenty-three (23) sixty-four (64) kilobits per second (Kbps) B-Channels and one (1) sixty-four (64) Kbps D-Channel. The End User may activate up to twenty-three (23) B-Channels on the first ISDN/PRI arrangement and up to twenty-four (24) channels on additional 4-wire ISDN/PRI arrangements. The product offerings are: voice/data (standard), digital data only and inward data option.

- 3.3.3 DS1 Wholesale Local Platform Service – 4-wire DS1 Loop with Channelization with Port. DS1 Wholesale Local Platform Service - 4-wire DS1 Loop with Channelization with Port is a port/loop arrangement consisting of the following four (4) basic components: (a) one (1) 4-wire DS1 digital loop; (b) one (1) channelization interface device (D4 Channel Bank or equivalent) in the AT&T central office; (c) selected central office ports (up to twenty-four (24) per DS1) in the AT&T switch; and (d) DS0 feature activation cards (one (1) per DS0) in the AT&T channel bank. Each DS1 loop supports any combination of the following four (4) service offerings up to a maximum of twenty-four (24) DS0 channels. The following service offerings are available: (1) a 2-way, combination trunks/trunk groups (line side termination in AT&T switch); (2) a 1-way, outward trunks/trunk groups (line side termination in AT&T switch); (3) a 1-way, inward trunk/trunk groups, without DID (line side termination in AT&T switch); and (4) a 1-way, inward trunk/trunk groups, with DID (trunk side termination in an AT&T switch).
- 3.4 E911 Call Locator Capability
- 3.4.1 E911 Call Locator Capability is available as an adjunct service to DS1 Wholesale Local Platform Services –ISDN/PRI, DS1 Wholesale Local Platform Service - DDITS, DS1 Wholesale Local Platform Services – 4-wire DS1 Loop with Channelization with Port, and DS0 Wholesale Local Platform Services with E911 Call Locator (includes DID and On/Off Premises Extensions).
- 3.4.2 E911 Call Locator Capability allows a PBX switch located on an End User's premises direct access into an E911 tandem office, delivering the telephone number and location of the PBX End User's station number to the appropriate E911 PSAP.
- 3.4.3 E911 Call Locator Capability offers full E911 service to CUSTOMER's End User's PBX station users. Full E911 service means the actual physical location of the PBX 911 caller and the station telephone number will be identified to the PSAP when a 911 call is made.
- 3.4.4 There are two (2) components to this service: (1) access to the ALI database, which is the database service component of this product. The PBX station information is initiated and maintained by CUSTOMER or CUSTOMER's PBX End User in the ALI database; and (2) E911 Call Locator Capability Service Local Channels, which are the paths that carry E911 calls to the E911 tandem. If CUSTOMER's End User is served via Primary Rate Interface, the E911 calls may travel over either the Primary Rate Interface or over separate CAMA trunks to the E911 tandem, as specified by CUSTOMER when placing the order for the service. If CUSTOMER's End User is served by DDITS, 4-wire Channelization with Port or PBX Trunks, then CAMA trunks must be used.

- 3.4.5 CUSTOMER can as an option purchase private dedicated trunks at the resale tariff rate installed between the AT&T E911 Tandem and CUSTOMER's Point of Interface (POI), usually an adjunct box located at the PBX. If the PBX supports Primary Rate Interface and the calling stations are DID numbers, then the 911 call can be transmitted using Primary Rate Interface without E911 Call Locator Capability Service Local Channels.
- 3.4.6 CUSTOMER is responsible for providing the correct E911 tandem information to AT&T during the ordering and provisioning process.
- 3.4.7 CUSTOMER is responsible for maintaining individual telephone numbers and corresponding address/location data.
- 3.4.8 CUSTOMER is responsible for insuring that the End User listed address is the actual physical End User location as mandated by regulatory and public safety agencies (e.g., E911).
- 3.4.9 CUSTOMER is liable for any error conditions resulting from the submission of invalid telephone number and address/location data for the CUSTOMER's End Users and the PBX stations.
- 3.4.10 CUSTOMER will insure that its End User's telephone number can be passed over the appropriate E911 Call Locator Capability Local Service Channels, the Primary Rate Interface trunk group, or direct CAMA trunks to the appropriate E911 Tandem switch.
- 3.4.11 CUSTOMER or CUSTOMER's designated representative will work with the third party provider of E911 Call Locator Capability to ensure all information in the ALI database is up-to-date.
- 3.5 On/Off Premises extensions and Different Premises Address extension are available for select DS0 Wholesale Local Platform Services. The rates are as set forth in Exhibit A.
- 3.5.1 On/Off Premises extensions are station numbers that are associated with an End User's PBX but which are located at a different physical address than the PBX and On/Off Premises extensions require additional loops to provision the Service. The On/Off Premises extension draws its digital tone from the PBX and must dial an access code to access the PSTN via port/loop combinations (PBX trunks) terminating in the CPE PBX.
- 3.5.2 A Different Premises Address extension consists of one (1) port and two (2) loops with each loop terminating at a different physical address. The Different Premises Address extension draws dial tone directly from the AT&T central office. It constitutes the same telephone number working at two (2) separate physical addresses.
- 3.6 DS0 Wholesale Local Platform Services – Centrex provides an end-to-end Telecommunications Service by combining DS0 Wholesale Switch Ports, a Common Block Program within the Switch, and a loop network component described in this Agreement, which together provide local exchange service for the End User for the origination or termination of calls.
- 3.6.1 Within the AT&T Switch the 2-wire Voice Grade Ports (Centrex) are programmed into a Common Block of numbers which will partition the Central Office switch to serve a specific customer and as such share certain inherent Centrex functionalities, capabilities and features. The Common Block

program is also known as the “Common Block” or the “Centrex Customer Group”. The Centrex Common Block defines system level parameters. Common equipment parameters offer the minimum capabilities of the system:

- 3.6.1.1 Station to Station Calling within the Common Block (intercom calling);
- 3.6.1.2 Direct Inward Dialing to Stations (DID);
- 3.6.1.3 Direct Outward Dialing;
- 3.6.1.4 Touchtone service; or
- 3.6.1.5 Common recorded announcement on interception of calls to unassigned numbers.
- 3.6.2 Network Access Registers (NARs). A NAR is an optional part of the Common Block programming associated with access outside of the Centrex system. Each NAR provides a single talking path to the PSTN. A NAR can be inbound, outbound or combination. All ports are subject to Switching and Local Interconnection Usage charges. These charges will apply to each Centrex line. Other than to limit access to the PSTN, NARs are not necessary components of DS0 Wholesale Local Platform Service - Centrex. NARs will be zero (0) rated on the CUSTOMER Account. Rearrangements, additions, or removal of NARs will incur the appropriate subsequent activity charges set forth in Exhibit A. New installations can be provisioned with or without NARs at the request of CUSTOMER.
- 3.6.3 Centrex feature functionality that is a function of the switch will be available to the Centrex port at the rates set forth in Exhibit A. Feature functionality that has been developed by AT&T outside of the function of the Switch, including but not limited to Centrex Control and Centrex Select Features, is separately priced and included in Exhibit A.
- 3.6.4 The Centrex Common Block can be provisioned with a Switch Port to accept/terminate selected ancillary services within the Centrex, including but not limited to FX, Tie Lines, DS1/high cap services, Wide Area Telephone Service (WATS/800 Service), Music on Hold, and Simplified Message Detail Interface. These services are accessed via a dialing code or preprogrammed access as part of the Centrex functionality. Access to the ancillary services will be priced with Wholesale Local Platform – Centrex. The ancillary services will be priced separately from Wholesale Local Platform - Centrex. Pricing for the ancillary/associated service could be at a negotiated rate, tariff rate, or a combination of both depending on the service.
- 3.6.5 DS0 Wholesale Local Platform Service – Centrex shall be provisioned with a 2-wire analog voice grade loop, which is a non-designed 2-wire loop start circuit that does not have remote access test points.
- 3.7 Loops. The local loop network component is a transmission facility that AT&T provides between a distribution frame (or its equivalent) in AT&T’s central office and the loop demarcation point at an End User premises. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another

carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops. The loop includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T. CUSTOMER shall purchase the entire bandwidth of the loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the loop.

- 3.7.1 Except as set forth herein, 2-wire voice grade loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, at any time, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide the loop utilized in conjunction with the Wholesale Local Platform Service. This change may occur at any time. In these situations, AT&T will only ensure that the newly provided facility will support the same voice grade services provided by the Wholesale Local Platform Services. 2-wire voice grade loops come in two (2) different service levels - SL1 and SL2.
- 3.7.1.1 SL1 2-wire voice grade loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points.
- 3.7.1.2 SL2 2-wire voice grade loops shall have remote access test points and will be designed with a DLR provided to CUSTOMER. SL2 circuits can be provisioned with a loop start, ground start or reverse battery signaling.
- 3.7.2 As specified, certain Wholesale Local Platform services utilize digital loop network components. Digital loops are service specific, will be designed and will be provisioned with test points (where appropriate).
- 3.7.2.1 The following digital loops shall apply to Wholesale Local Platform Services:
- 3.7.2.2 2-Wire ISDN Digital Loop – This loop will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point; and
- 3.7.2.3 4-Wire DS1 Digital Loop – This loop is a designed 4-wire loop that is provisioned according to industry standards for DS1 or PRI services and will come standard with a test point.
- 3.7.3 The loop does not include any packet switched features, functions or capabilities.
- 3.7.4 AT&T shall not provision Wholesale Local Platform Services over any loop that is comprised entirely of fiber from the distribution frame (or equivalent) in the AT&T central office to the demarcation point at the End User's premises.
- 3.7.5 The loop shall be provided to CUSTOMER in accordance with applicable provisions of Telcordia/ANSI standard technical references.

3.7.6 AT&T will only provision, maintain and repair the loops to the standards that are consistent with the loop component associated with the Wholesale Local Platform Services.

3.8 Loop Tagging

3.8.1 When an AT&T technician is required to be dispatched to provision the loop, AT&T will tag the loop with the telephone number. When a dispatch is not required to provision the loop, AT&T will tag the loop on the next required visit to the End User's location. If CUSTOMER wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch, CUSTOMER may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

4. Wholesale Switch Port Services and Wholesale Local Platform Services Rates

4.1 The rates for Wholesale Switch Port Services and Wholesale Local Platform Services in Exhibit A shall include monthly recurring and nonrecurring charges.

4.2 Any services assigned a residential class of service shall be used for residential services only. Any services assigned a business class of service shall be used for business services only.

4.2.1 For the Wholesale Switch Port, recurring charges apply to the switch port, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges apply to the switch port.

4.2.2 For the Wholesale Local Platform Services, recurring charges apply to the switch port, loop, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges shall apply to the switch port for a new installation. If, however, the Service is converted from AT&T retail, resale, or a loop/port combination provided by AT&T to another CLEC, or is an initial new installation of a simple residential service line provisioned at a location where QuickServe is active on the line, the nonrecurring conversion charges shall apply to such conversions. In the scenario of a line provisioned at a QuickServe location, only the first line shall incur the conversion rate. Any additional lines or subsequently ordered lines shall incur new installation first and additional nonrecurring charges.

4.2.3 For the DS0 Wholesale Local Platform Service - Centrex, recurring charges apply to the Switch Port, loop, Common Block Program, Centrex Intercom Function, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges shall apply to the switch port for a new installation.

4.2.4 DID, ISDN/BRI and DS0 Wholesale Local Platform Services with E911 Call Locator (including DID and On/Off Premises Extensions) shall include both recurring and nonrecurring charges.

4.3 ISDN/PRI, DS1 Wholesale Local Platform Service – DDITS, DS1 Wholesale Local Platform Services – 4-wire DS1 Loop with Channelization with Port and shall include both recurring and nonrecurring charges.

4.3.1 DS1 Wholesale Local Platform Services also require additional elements, including but not limited to DID number blocks, Superframe Format, D1 channel banks, inter-office channels, for proper

provisioning of the particular DS1 Wholesale Local Platform Service. Appropriate recurring and nonrecurring charges for these applicable service specific elements are located in Exhibit A.

- 4.4 The rates for End Office Switching, Tandem Switching and Common Transport are applied based on their use in the transport of an originated or terminated call, with the exception of the coin class of service which contains a monthly recurring flat-rate charge for all three (3) of these pricing elements combined. Originated calls shall utilize these pricing elements until the terminating end office is reached for an AT&T or resale End User terminated call or until the call reaches the network of a third party on a third party terminated call.
- 4.5 Rates for loops purchased in conjunction with Wholesale Local Platform Services are determined by the zone applicable to the specific loop location. Zones are established by the Commission and may be changed from time to time. In the event the Commission changes the zone applicable to any loop associated with any Wholesale Local Platform Services, the loop component of such Services shall be billed at the applicable rate for the new zone.
- 4.6 Inter-carrier Compensation
- 4.6.1 Inter-carrier compensation for seven (7) or ten (10) digit dialed calls originated by CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services shall apply as follows:
- 4.6.1.1 For calls terminating to an AT&T End User or to an End User served by AT&T resold services, AT&T shall charge CUSTOMER for End Office Switching as set forth in Exhibit A at the terminating end office.
- 4.6.1.2 For calls terminating to a CLEC where such CLEC is utilizing an AT&T switch port or port/loop combination to provide service to its End User, AT&T shall charge CUSTOMER for End Office Switching as set forth in Exhibit A at the terminating end office. AT&T will not charge the terminating CLEC for End Office Switching at the terminating end office.
- 4.6.1.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and ICOs, utilizing their own switches to serve their End Users, CUSTOMER is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through AT&T's network. If CUSTOMER does not have such an agreement with a third party carrier and AT&T is charged termination charges by a third party terminating a call originated by CUSTOMER, or if such third party carrier bills AT&T for terminating such calls, despite the existence of such an agreement, then AT&T may, at its option:
- 4.6.1.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to CUSTOMER for each such call; or
- 4.6.1.3.2 pay such charges as billed by the third party carrier and CUSTOMER will reimburse the full amount of such charges within thirty (30) days of AT&T's request for reimbursement.

- 4.6.2 Intercarrier compensation for seven (7) or ten (10) digit dialed calls terminating to CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services shall apply as follows:
- 4.6.2.1 For calls originated by an AT&T End User or to an End User served by AT&T resold services, AT&T shall not charge CUSTOMER for End Office Switching at the terminating end office for use of the network component; therefore, CUSTOMER shall not charge AT&T intercarrier compensation or any other charges for termination of such calls.
- 4.6.2.2 For calls originated by a CLEC where such CLEC is utilizing an AT&T switch port or port/loop combination to provide service to its End User, AT&T shall not charge CUSTOMER for End Office Switching at the terminating end office for use of the network component; therefore, CUSTOMER shall not charge the originating CLEC or AT&T intercarrier compensation or any other charges for termination of such calls.
- 4.6.2.3 For calls originated by third party carriers, such as CLECs, wireless carriers and ICOs, utilizing their own switches to serve their End Users, CUSTOMER is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through AT&T's network. CUSTOMER may bill the third parties according to such agreements and shall not bill AT&T for the exchange of traffic through AT&T's network.
- 4.6.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services where CUSTOMER uses AT&T's Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC):
- 4.6.3.1 For calls terminating to an AT&T End User or to an End User served by AT&T resold services, AT&T shall charge CUSTOMER for End Office Switching as set forth in Exhibit A at the terminating end office.
- 4.6.3.2 For calls terminating to a CLEC where such CLEC is utilizing an AT&T switch port or port/loop combination to provide service to its End User, AT&T shall charge CUSTOMER for End Office Switching as set forth in Exhibit A at the terminating end office. AT&T will not charge the terminating CLEC for End Office Switching at the terminating end office. In the event that AT&T is charged termination charges by the CLEC, AT&T may pay such charges and CUSTOMER will reimburse AT&T the full amount of such charges within thirty (30) days following AT&T's request for reimbursement.
- 4.6.3.3 For calls terminating to third party carriers, such as CLECs, wireless carriers and ICOs, utilizing their own switches to serve their End Users, CUSTOMER is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through AT&T's network. If CUSTOMER does not have such an agreement with a third party carrier and AT&T is charged termination charges by a third party terminating a call originated by CUSTOMER, or if such third party carrier bills AT&T for terminating such calls, despite the existence of such an agreement, then AT&T may, at its option:

- 4.6.3.3.1 pay such charges as billed by the third party carrier and charge End Office Switching as set forth in Exhibit A to CUSTOMER for each such call; or
- 4.6.3.3.2 pay such charges as billed by the third party carrier and CUSTOMER will reimburse AT&T the full amount of such charges within thirty (30) days following AT&T's request for reimbursement.
- 4.6.4 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls terminating to CUSTOMER utilizing Wholesale Switch Port Services or Wholesale Local Platform Services where the originating carrier uses AT&T's CIC for its End User's LPIC:
- 4.6.4.1 For calls originated by an AT&T End User or by an End User served by AT&T resold services, AT&T shall charge CUSTOMER for End Office Switching as set forth in Exhibit A at the terminating end office for use of the End Office Switching network component in terminating such calls. CUSTOMER may charge AT&T for intercarrier compensation at the End Office Switching rate in this Agreement for such calls. CUSTOMER shall not charge originating or terminating switched access rates to AT&T for termination of such calls.
- 4.6.5 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access arrangement, CUSTOMER may bill the IXC in accordance with CUSTOMER's tariff and will not bill AT&T any charges for such call. CUSTOMER shall pay AT&T applicable charges for the use of AT&T's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.
- 5. Inside Wire Maintenance Service**
- 5.1 Upon request of CUSTOMER, AT&T will provide the Inside Wire Maintenance ("ISWM") Services ordered by CUSTOMER as further detailed in this Attachment.
- 5.2 ISWM Services are defined as follows: AT&T will repair telephone service troubles that may exist in the wiring and jacks inside CUSTOMER's end user's business or residence where the telecommunications service provided to the CUSTOMER's end user is basic residential and/or business lines purchased from CUSTOMER and provided to CUSTOMER pursuant to this Agreement. Basic residential and/or business lines are defined as Plain Old Telephone Service ("POTS") lines which are provisioned with simple wiring and which do not terminate at a communications system.
- 5.3 As part of the ISWM Services, AT&T will isolate the source of the trouble reported by CUSTOMER. If the trouble is located in AT&T's network (i.e. on the network side of the demarcation point for that line), AT&T will repair the trouble as specified elsewhere in this Agreement. If the trouble is located between the network demarcation point and the interface to the jack(s) inside the end user's premises, AT&T, subject to the terms and conditions set forth herein, will repair the basic inside telephone wire and modular jacks.
- 5.4 ISWM Services do not include repairs to telephone sets, fax machines, answering machines, modems, and similar equipment, also known as Customer Premises Equipment ("CPE").
- 5.5 If the trouble is caused by a defect or condition present in the CPE or in the cord from the jack to

the CPE, AT&T will advise CUSTOMER and/or CUSTOMER's end user that the CPE should be disconnected and either repaired or replaced, and the trouble ticket will be closed to CUSTOMER.

- 5.6 ISWM Services do not include (i) troubles caused by willful damage to inside wire or jacks; (ii) damage caused by acts of God; (iii) obvious conditions existing at the time of CUSTOMER's subscription to the ISWM Services (e.g. wiring does not exist to the jack at the time of the subscription to the ISWM Services); (iv) inside wire or jacks that do not meet industry standards for telecommunications services; (v) any repair to and/or maintenance of CUSTOMER's end user's inside wiring or jacks to the extent that after reasonable effort AT&T determines that such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition (vi) damage to wiring or jacks due to painting or remodeling; (vii) the rearranging of inside wiring from one DS0 Wholesale Local Voice Platform Services to another DS0 Wholesale Local Voice Platform Services (e.g. previous occupant of premises had two (2) lines and CUSTOMER's end user has only one (1) line); (viii) on-premise, different building extensions; and (ix) inside wiring or jacks installed in Recreational Vehicles, boats and/or travel trailers.
- 5.7 Replacement of standard miniature modular jacks (i.e. RJ11C/D, RJ11W, RJ14C and RJ14W) is included in ISWM Services. If any other jack type requires replacement, CUSTOMER will be liable for the material cost of said jack type. The labor associated with the replacement of other jack types is included in the ISWM Services.
- 5.8 Basic residential and business lines serving buildings or developments where the owner/developer of said building or development has chosen to have a single demarcation point installed for all services, and where the owner/developer requires a pre-determined vendor(s) to perform these services, are not eligible for ISWM Services.
- 5.9 If an end user of CUSTOMER has more than one (1) DS0 Wholesale Local Voice Platform line to a premises, each DS0 Wholesale Local Voice Platform line to said premises must be subscribed to ISWM Services.
- 5.10 If one (1) or more than one (1) non-basic line is terminated at a premises, all lines at that premise are considered non-basic and are thus ineligible for the ISWM Services.
- 5.11 If an end user of CUSTOMER utilizes a key telephone system, a Private Branch Exchange (PBX) or other non basic telephone system, ISWM Services are not available to CUSTOMER for said end user.
- 5.12 Except on holidays, AT&T will provide ISWM Services to CUSTOMER Monday through Saturday 8am to 6pm local time of CUSTOMER's end user.
- 5.13 For new DS0 Wholesale Local Voice Platform Services ordered after the Effective Date of this Agreement for which CUSTOMER chooses to order ISWM Service, CUSTOMER will order ISWM Services through the Local Service Request ("LSR") process.
- 5.14 After subscription to ISWM Services for end users, there will be a thirty (30) day waiting period before ISWM is available to that end user. When ISWM Services are available, CUSTOMER shall

submit requests for ISWM Services to be provided to CUSTOMER's end users by submitting a repair request through the maintenance and repair electronic interface available to CUSTOMER. CUSTOMER may alter or cancel a repair request at any time without charge. In an attempt to reduce unnecessary dispatches, CUSTOMER shall use commercially reasonable efforts to cancel a repair request prior to AT&T's dispatch of a technician. ISWM Services will not be performed on a premises visit to install DS0 Wholesale Local Voice Platform Services.

- 5.14.1 AT&T may, at its discretion and upon thirty (30) days written notice to CUSTOMER, discontinue or cancel ISWM Services to an individual end user of CUSTOMER provided that AT&T can demonstrate that the individual end user is abusing the provisions of the ISWM Services, such as, by way of example, where AT&T dispatches to the same location on a repeated basis and trouble is caused by, but not limited to, substandard wire, pets, children or defective CPE.
- 5.15 In the event AT&T misses an appointment or is delayed in arriving for an appointment to provide ISWM Services to CUSTOMER's end user, AT&T will so notify CUSTOMER through the electronic interface utilized by CUSTOMER to request ISWM Services.
- 5.16 Inside Wire Charges
- 5.16.1 AT&T will charge CUSTOMER per DS0 Wholesale Local Voice Platform line for each CUSTOMER end user subscribing to ISWM at the rates set forth in Exhibit A hereto.
- 5.16.2 Billing for ISWM Services shall be on a monthly basis. So long as CUSTOMER's documentation regarding its reseller exemption is current, AT&T shall not assess taxes on the charges associated with ISWM Services.
- 5.17 No Exclusivity
- 5.17.1 This Agreement does not require AT&T to be the exclusive provider of ISWM Services to CUSTOMER and nothing in this Attachment shall be construed to limit in any way CUSTOMER's ability to enter into any similar agreement with any other provider of ISWM Services for services that are the same as or similar to those performed for CUSTOMER under the terms of this Attachment.
- 6. Call Related Databases**
- 6.1 Call related databases provided under this Agreement shall only be provided with wholesale local circuit switching pursuant to the terms and conditions herein and at the rates set forth in Exhibit A. Database services that are not available pursuant to this Agreement may be available at the rates, terms and conditions set forth in AT&T's tariffs.
- 6.2 AT&T's Calling Name (CNAM) Database Services
- 6.2.1 AT&T's CNAM database Services provide the ability to associate a name with the calling party's number for any name and number stored in the AT&T CNAM database, allowing the End User (to which a call is being terminated and which subscribes to the necessary services) to view the calling party's name before the call is answered.

- 6.2.2 CUSTOMER's End Users' names and numbers related to Wholesale Switch Port Services and Wholesale Local Platform Services shall be stored in the AT&T CNAM database, and shall be available, to all entities that launch queries to the AT&T CNAM database. AT&T, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event AT&T does not query a third party calling name database that stores the calling party's information, AT&T cannot deliver the calling party's information to a called End User. In addition, AT&T cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 6.2.3 For each CUSTOMER End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, AT&T will launch a query on a per call basis to the AT&T CNAM database, or, subject to Section 6.2.1 above, to a third party calling name database, to provide calling name information, if available, to CUSTOMER's End User. CUSTOMER shall pay the rates set forth in Exhibit A, for each CUSTOMER End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof.
- 6.3 AT&T's Line Information Database (LIDB) Storage
- 6.3.1 The LIDB stores current information on working telephone numbers and billing account numbers.
- 6.3.2 Where CUSTOMER purchases Wholesale Switch Port Services or Wholesale Local Platform Services, AT&T shall utilize AT&T's service order generated from CUSTOMER's LSR to populate LIDB with CUSTOMER's End User information. AT&T provides access to information in its LIDB, including CUSTOMER's End User information, to AT&T's LIDB customers via queries to LIDB.
- 6.3.2.1 When necessary for fraud control measures, AT&T may perform additions, updates and deletions of CUSTOMER data to the LIDB (e.g., calling card deactivation).
- 6.3.2.2 AT&T shall provide priority updates to LIDB for CUSTOMER data upon CUSTOMER's request (e.g., to support fraud detection), via password protected telephone card, facsimile, or electronic mail.
- 6.3.2.3 AT&T shall perform periodic backup and recovery of all of CUSTOMER's data in LIDB.
- 6.3.3 Responsibilities of the Parties
- 6.3.3.1 AT&T will administer the data provided by CUSTOMER pursuant to this Agreement in the same manner as AT&T administers its own data.
- 6.3.3.2 CUSTOMER is responsible for the completeness and accuracy of the data being provided to AT&T.
- 6.3.4 Other LIDB services, such as transport services or LIDB query services, are available pursuant to AT&T's Tariffs. CUSTOMER shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the AT&T LIDB database made on behalf of a CUSTOMER End User.

6.3.5 Fees for Service

6.3.5.1 CUSTOMER will not be charged a fee for LIDB storage Services provided by AT&T to CUSTOMER pursuant to this Agreement.

6.3.6 Billing and Collection Customers

6.3.6.1 AT&T currently has in effect billing and collection (B&C) agreements with various IXCs and billing clearinghouses (B&C Customers) that query AT&T's LIDB to determine whether to accept various billing options from AT&T's End Users.

6.3.6.2 AT&T will identify CUSTOMER's End User originated long distance charges and upon receipt of charges applicable to CUSTOMER's End Users, AT&T will reject those charges as not covered by the existing B&C agreement with the B&C Customers.

6.3.6.3 AT&T shall have no obligation to become involved in or provide any information relating to any billing disputes between CUSTOMER and the B&C Customers. It shall be the responsibility of CUSTOMER and the B&C Customers to negotiate and arrange for any appropriate adjustments.

6.4 Toll Free Dialing Ten (10) Digit Screening Service. Toll Free Dialing Ten (10) Digit Screening Service through AT&T's 8XX database in association with Services provided hereunder shall be subject to the terms and conditions set forth in the AT&T Tariff. The rates are as set forth in Exhibit A.

6.5 Automatic Location Identification/Data Management System (ALI/DMS) Database-911/E911 Services

6.5.1 Basic 911 Services (911) and Enhanced 911 Services (E911) route 911 calls from within the AT&T Network. AT&T shall provide 911 and E911 capability for each End User of CUSTOMER's Wholesale Switch Port Services and Wholesale Local Platform Services in accordance with the provisions below where AT&T is the 911 or E911 provider.

6.5.2 911 provides routing of a 911 call to a centralized answering location designated by the PSAP. The End User verbally relays the emergency information to the centralized answering location.

6.5.3 E911, through the ALI/DMS database, routes the call to the appropriate PSAP and displays to the PSAP the address associated with the End User's telephone number.

6.5.4 CUSTOMER shall be responsible for providing complete and accurate End User information to AT&T via LSRs. AT&T shall use such information to populate and update the ALI/DMS database at no additional charge to CUSTOMER.

6.5.5 CUSTOMER is responsible for paying all 911 or E911 surcharges to the applicable governmental agency, and AT&T will not bill CUSTOMER for such 911 or E911 surcharges.

7. Local Number Portability (LNP)

7.1 LNP will be provided in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora, and CUSTOMER will work cooperatively with AT&T to implement any LNP changes.

7.2 When CUSTOMER submits an LSR for Services, if the telephone number associated with the Services requested resides in a switch other than AT&T's, then AT&T will submit an LNP LSR to the appropriate switch owner. CUSTOMER shall be responsible for reimbursing AT&T for any costs or charges imposed on AT&T by the switch owner resulting from the submission of the LNP LSR. In addition, CUSTOMER shall pay to AT&T the manual service order charges and/or electronic service order charges as specified in Exhibit A for AT&T's creation and submission of the LNP LSR to the appropriate switch owner.

7.3 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

8. Access To Numbers

8.1 Where AT&T provides Wholesale Switch Port Service or Wholesale Local Platform Services to CUSTOMER, AT&T will provide CUSTOMER with online access to available telephone numbers as defined by, and in accordance with, applicable FCC rules and regulations on a first come first serve basis. CUSTOMER may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to CUSTOMER) telephone numbers per rate center if the following conditions are met:

8.1.1 CUSTOMER must: (1) indicate that all of the intermediate numbers currently held by CUSTOMER in each rate center where CUSTOMER will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where CUSTOMER will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by CUSTOMER in the rate center where CUSTOMER is requesting telephone numbers has reached at least seventy-five percent (75%). The above information will be provided by CUSTOMER by submitting to AT&T a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" (MTE Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where CUSTOMER will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by CUSTOMER to End Users by the total number of intermediate numbers held by CUSTOMER in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at seventy-five percent (75%) (Part F of the MTE Worksheet).

8.1.2 If fulfilling CUSTOMER's request for intermediate numbers results in AT&T having to submit a request for additional telephone numbers to a national numbering administrator (either the North American Numbering Plan Administration (NANPA) CO Code Administration or NeuStar Pooling

Administration or their successors), AT&T will submit the required numbering request to the national numbering administrator to satisfy CUSTOMER's request for intermediate numbers. AT&T will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy CUSTOMER's request for intermediate numbers. In these cases, AT&T is not obligated to fulfill the request by CUSTOMER for intermediate numbers unless, and until, AT&T's request for additional numbering resources is granted.

8.1.3 CUSTOMER agrees to supply supporting information for any numbering request and/or safety valve request that AT&T files pursuant to Section 7.1.2 above.

8.2 CUSTOMER acknowledges that there may be instances where there is an industry shortage of available telephone numbers in the Numbering Plan Area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, AT&T may request that CUSTOMER cancel all or a portion of its unassigned intermediate numbers. CUSTOMER's consent to AT&T's request shall not be unreasonably withheld.

9. Wholesale Operator Call Processing and Directory Assistance Services

9.1 The following terms and conditions relate to AT&T's provision of operator services and directory assistance in association with the services provided pursuant to this Agreement. These terms and conditions represent AT&T's standard offering for such services. To the extent CUSTOMER is interested in negotiating volume and term arrangements that provide for different rates, terms, and conditions for the various products provided herein or as set forth on AT&T's Wholesale – Southeast Region website, CUSTOMER should provide such request in writing to AT&T. Such negotiated terms and conditions may be amended in to this Agreement or provided for in a separate operator services and directory assistance agreement. AT&T's Wholesale Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling card calls); (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

9.1.1 Upon request for OCP, AT&T shall:

9.1.2 Process 0+ and 0- dialed local calls;

9.1.3 Process 0+ and 0- intraLATA toll calls;

9.1.4 Process calls that are billed to CUSTOMER End User's calling card that can be validated by AT&T;

9.1.5 Process person-to-person calls;

9.1.6 Process collect calls;

- 9.1.7 Provide the capability for callers to bill to a third party and shall also process such calls;
- 9.1.8 Process station-to-station calls;
- 9.1.9 Process Busy Line Verify and ELI requests. Rates are set forth under Inward Operator Services in Exhibit A;
- 9.1.10 Process emergency call trace originated by a PSAP;
- 9.1.11 Process operator assisted directory assistance calls;
- 9.1.12 Adhere to equal access requirements, providing CUSTOMER local End Users the same IXC access as provided to AT&T End Users;
- 9.1.13 Exercise at least the same level of fraud control in providing operator service to CUSTOMER that AT&T provides for its own operator service;
- 9.1.14 Perform Billed Number Screening when handling collect, person-to-person, and billed-to-third-party calls;
- 9.1.15 Direct customer account and other similar inquiries to the customer service center designated by CUSTOMER; and
- 9.1.16 Provide call detail records to CUSTOMER via the ODUF described in this Attachment.
- 9.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.1.18 AT&T will provide access to OCP Service at the rates set forth in Exhibit A.
- 9.2 Wholesale Directory Assistance Service
- 9.2.1 AT&T's Wholesale Directory Assistance (DA) Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from Wholesale Switch Ports Services or Wholesale Local Platform Services.
- 9.2.2 AT&T will provide access to DA Service at the rates set forth in Exhibit A.
- 9.2.3 DA Service shall provide up to two (2) listing requests per call. If available and if requested by CUSTOMER's End User, AT&T shall provide caller-optional DA call completion service to one (1) of the provided listings.
- 9.2.4 DA Service Updates. AT&T shall update End User listings changes daily. These changes include:
- 9.2.5 New End User connections;
- 9.2.6 End User disconnections; and

- 9.2.7 End User address changes.
- 9.2.8 These updates shall also be provided for non listed and non published numbers for use in emergencies.
- 10. Branding for Wholesale OCP and DA**
- 10.1 AT&T's branding feature provides a definable announcement to CUSTOMER End Users using DA/OCP prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows CUSTOMER to have its calls custom branded with CUSTOMER's name on whose behalf AT&T is providing DA and/or OCP.
- 10.2 AT&T offers three (3) branding options to CUSTOMER when ordering AT&T's DA and OCP: AT&T Branding, Unbranding and Custom Branding.
- 10.3 Upon receipt of the custom branding order from CUSTOMER, the order is considered firm after ten (10) business days. Should CUSTOMER decide to cancel the order, CUSTOMER must provide written notification to CUSTOMER's Local Service Manager. If CUSTOMER decides to cancel after ten (10) business days from receipt of the custom branding order, CUSTOMER shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), CUSTOMER must contact its account team to initiate the order via the OLNS Branding Order form.
- 10.4 Branding via OLNS. Where CUSTOMER is purchasing Wholesale Switch Port Services or Wholesale Local Platform Services hereunder, AT&T Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, CUSTOMER shall not be required to purchase dedicated trunking.
- 10.4.1 AT&T Branding is the default branding offering.
- 10.4.2 For AT&T to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, CUSTOMER must have its Operating Company Number (OCN(s)) and telephone numbers reside in AT&T's LIDB. To implement Unbranding and Custom Branding via OLNS software, CUSTOMER must submit a manual order form which requires, among other things, CUSTOMER's OCN and a forecast, pursuant to the appropriate AT&T form provided, for the traffic volume anticipated for each AT&T Traffic Operator Position System (TOPS) during the peak busy hour. CUSTOMER shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon CUSTOMER's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all CUSTOMER End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11. Wholesale Selective Call Routing Using Line Class Codes (SCR-LCC)

- 11.1 Where CUSTOMER utilizes an operator services provider other than AT&T, AT&T will route CUSTOMER's End User calls to that provider through SCR-LCC.
- 11.1.1 SCR-LCC provides the capability for CUSTOMER to have its OCP/DA calls routed to AT&T's OCP/DA platform for AT&T provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if LCC capacity is available in the requested AT&T end office switches.
- 11.1.2 Custom Branding for DA is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 11.1.3 Where available, CUSTOMER specific and unique LCCs are programmed in each AT&T end office switch where CUSTOMER intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify CUSTOMER's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and CUSTOMER intends to provide CUSTOMER - branded OCP/DA to its End Users in these multiple rate areas.
- 11.1.4 SCR-LCC supporting Custom Branding and Self Branding require CUSTOMER to order dedicated trunking from each AT&T end office identified by CUSTOMER, either to TOPS for Custom Branding or to the CUSTOMER operator service provider for Self Branding. Separate trunk groups are required for OS and for DA. Rates for trunks are set forth in applicable AT&T Tariffs.
- 11.1.5 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by AT&T from those end offices identified by CUSTOMER to the AT&T TOPS.
- 11.1.6 The rates for SCR-LCC are as set forth in Exhibit A.

12. Optional Daily Usage File (ODUF)

- 12.1 Upon written request from CUSTOMER, AT&T will provide the ODUF Services to CUSTOMER pursuant to the terms and conditions set forth in this section.
- 12.2 CUSTOMER shall furnish all relevant information required by AT&T for the provision of the ODUF.
- 12.3 The ODUF feed provides CUSTOMER messages, associated with Wholesale Switch Port Services and Wholesale Local Platform Services that CUSTOMER has purchased from AT&T that were carried over the AT&T network and processed by AT&T for CUSTOMER.
- 12.4 Charges for the ODUF Service will appear on CUSTOMER's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A.

- 12.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) Exchange Message Interface (EMI) record format.
- 12.6 Messages that error in the billing system of CUSTOMER will be the responsibility of CUSTOMER. If, however, CUSTOMER should encounter significant volumes of errored messages that prevent processing by CUSTOMER within its systems, AT&T will work with CUSTOMER to determine the source of the errors and the appropriate resolution.
- 12.7 ODUF Specifications
- 12.7.1 ODUF Messages to be Transmitted
- 12.7.1.1 The following messages recorded by AT&T will be transmitted to CUSTOMER:
- 12.7.1.1.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.);
- 12.7.1.1.2 Measured local calls;
- 12.7.1.1.3 DA messages;
- 12.7.1.1.4 IntraLATA Toll;
- 12.7.1.1.5 WATS and 800 Service;
- 12.7.1.1.6 N11;
- 12.7.1.1.7 Information Service Provider Messages;
- 12.7.1.1.8 Operator Services Messages;
- 12.7.1.1.9 Operator Services Message Attempted Calls;
- 12.7.1.1.10 Credit/Cancel Records; and
- 12.7.1.1.11 Usage for Voice Mail Message Service.
- 12.7.1.2 Rated Incollects (messages AT&T receives from other revenue accounting offices) also appear on ODUF. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 12.7.1.3 AT&T will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to CUSTOMER.
- 12.7.1.4 In the event that CUSTOMER detects a duplicate on ODUF they receive from AT&T, CUSTOMER will drop the duplicate message and will not return the duplicate to AT&T.

12.7.2 ODUF Physical File Characteristics

12.7.2.1 ODUF will be distributed to CUSTOMER via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy-five (175) byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If AT&T determines the FTP mailbox is nearing capacity levels, AT&T may move the CUSTOMER to CONNECT:Direct file delivery.

12.7.2.2 If the CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between AT&T and CUSTOMER for the purpose of data transmission. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. CUSTOMER will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on CUSTOMER's end for the purpose of data transmission will be the responsibility of CUSTOMER.

12.7.2.3 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.

12.7.3 ODUF Packing Specifications

12.7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety- nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

12.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CUSTOMER which AT&T RAO is sending the message. AT&T and CUSTOMER will use the invoice sequencing to control data exchange. CUSTOMER will notify AT&T of sequence failures identified by CUSTOMER and AT&T will resend the data as appropriate.

12.7.4 ODUF Pack Rejection. CUSTOMER will notify AT&T within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. CUSTOMER will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to CUSTOMER by AT&T.

- 12.7.5 ODUF Control Data. CUSTOMER will send one (1) confirmation record per pack that is received from AT&T. This confirmation record will indicate CUSTOMER's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CUSTOMER for reasons stated in the above section.
- 12.7.6 ODUF Testing. Upon request from CUSTOMER, AT&T shall send ODUF test files to CUSTOMER. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, AT&T shall request that CUSTOMER set up a production (live) file. The live test may consist of CUSTOMER's employees making test calls for the types of services CUSTOMER requests on ODUF. These test calls are logged by CUSTOMER, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.
- 13. Access Daily Usage File (ADUF)**
- 13.1 Upon written request from CUSTOMER, AT&T will provide the ADUF Services to CUSTOMER pursuant to the terms and conditions set forth in this section.
- 13.2 CUSTOMER shall furnish all relevant information required by AT&T for the provision of ADUF Services.
- 13.3 The ADUF provides CUSTOMER originating and terminating access and third party messages associated with Wholesale Switch Port Services and Wholesale Local Platform Services that CUSTOMER has purchased from AT&T.
- 13.4 Charges for ADUF Services will appear on CUSTOMER's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A.
- 13.5 Messages that error in the billing system of CUSTOMER will be the responsibility of CUSTOMER. If, however, CUSTOMER should encounter significant volumes of errored messages that prevent processing by CUSTOMER within its systems, AT&T will work with CUSTOMER to determine the source of the errors and the appropriate resolution.
- 13.6 ADUF Messages To Be Transmitted
- 13.6.1 The following messages recorded by AT&T will be transmitted to CUSTOMER:
- 13.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services; and
- 13.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with Wholesale Switch Port Services and Wholesale Local Platform Services.
- 13.6.2 AT&T will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to CUSTOMER; and

13.6.3 In the event that CUSTOMER detects a duplicate on ADUF they receive from AT&T, CUSTOMER will drop the duplicate message and will not return the duplicate to AT&T.

13.6.4 ADUF Physical File Characteristics

13.6.4.1 ADUF will be distributed to CUSTOMER via FTP mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (two hundred ten (210) bytes). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN. If AT&T determines the FTP mailbox is nearing capacity levels, AT&T may move the CUSTOMER to CONNECT:Direct file delivery.

13.6.4.2 If the CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between AT&T and CUSTOMER for the purpose of data transmission. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. CUSTOMER will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on CUSTOMER's end for the purpose of data transmission will be the responsibility of CUSTOMER.

13.6.4.3 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.

13.6.5 ADUF Packing Specifications

13.6.5.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

13.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CUSTOMER which AT&T RAO is sending the message. AT&T and CUSTOMER will use the invoice sequencing to control data exchange. CUSTOMER will notify AT&T of sequence failures identified by CUSTOMER and AT&T will resend the data as appropriate.

13.6.6 ADUF Pack Rejection. CUSTOMER will notify AT&T within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be

used. CUSTOMER will not be required to return the actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to CUSTOMER by AT&T.

- 13.6.7 ADUF Control Data. CUSTOMER will send one (1) confirmation record per pack that is received from AT&T. This confirmation record will indicate CUSTOMER's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CUSTOMER for reasons stated in the above section.
- 13.6.8 ADUF Testing. Upon request from CUSTOMER, AT&T shall send a test file of generic data to CUSTOMER via CONNECT:Direct or Text File via e-mail. The Parties agree to review and discuss the test file's content and/or format.
- 14. Centralized Message Distribution System (CMDS) Utilizing Revenue Accounting Office (RAO) Hosting**
- 14.1 Definitions
- 14.1.1 CMDS is a national message exchange system administered by Telcordia used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation.
- 14.1.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center (Indirect Participants).
- 14.1.3 RAO Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 14.1.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one (1) CMDS Direct Participant to another for billing. CATS applies to calls that originate within one (1) Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e., billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company.
- 14.1.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different

local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T Southeast Region 9-State.

- 14.2 Upon CUSTOMER's request, AT&T, as a Direct Participant, shall provide RAO Hosting Services to CUSTOMER, as an Indirect Participant, as set forth herein.
- 14.2.1 Where CUSTOMER selects AT&T as its RAO Host for the delivery of Intercompany Settlements messages, CUSTOMER must request that AT&T establish a unique hosted RAO code for CUSTOMER. Such request shall be in writing to the AT&T RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of Services pursuant to this Section. Services shall commence on a date mutually agreed to by the Parties.
- 14.2.2 AT&T will record CUSTOMER's End User messages and forward such messages to CUSTOMER via the ODUF in EMI format. CUSTOMER must rate the messages and forward them to AT&T, as its RAO Host, for distribution to the Billing Company via CMDS. AT&T will deliver such messages for CUSTOMER through CMDS and will bill CUSTOMER for CMDS on a per message basis as set forth in Exhibit A. CUSTOMER must follow all Telcordia message exchange standards to send and receive the above referenced NICS and CATS settlements.
- 14.2.3 AT&T will receive messages from CUSTOMER that are to be processed by AT&T, another LEC in the AT&T region or a LEC outside the AT&T region. CUSTOMER must send all messages to AT&T no later than eighty-nine (89) days after the message date or Telcordia will reject the entire pack.
- 14.2.4 RAO Hosting, CATS and NICS Services provided to CUSTOMER by AT&T will be in accordance with the methods and practices regularly applied by AT&T to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T.
- 14.2.5 CUSTOMER shall furnish all relevant information required by AT&T for the provision of RAO Hosting, CATS and NICS.
- 14.2.6 AT&T will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from CUSTOMER. All messages and related data exchanged between AT&T and CUSTOMER will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 14.2.7 All data received from CUSTOMER that is to be processed or billed by another LEC within the AT&T region will be distributed to that LEC in accordance with the agreement(s) in effect between AT&T and the involved LEC.
- 14.2.8 All data received from CUSTOMER that is to be placed on the CMDS network for distribution outside the AT&T region will be handled in accordance with the agreement(s) in effect between AT&T and its connecting contractor, currently Telcordia.

- 14.2.9 AT&T will receive messages from the CMDS network that are destined to be processed by CUSTOMER and will forward them to CUSTOMER on a daily basis for processing.
- 14.2.10 CMDS data between AT&T and CUSTOMER will be distributed via FTP mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. If AT&T determines the FTP mailbox is nearing capacity levels, AT&T may move CUSTOMER to CONNECT:Direct file delivery.
- 14.2.11 If CUSTOMER is moved to CONNECT:Direct, data circuits (private line or dial-up) will be required between AT&T and CUSTOMER for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, CUSTOMER will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. CUSTOMER will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Any costs incurred for such equipment will be CUSTOMER's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to CUSTOMER. Additionally, all message toll charges associated with the use of the dial circuit by CUSTOMER will be the responsibility of CUSTOMER. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the CUSTOMER end for the purpose of data transmission will be the responsibility of CUSTOMER.
- 14.2.12 If CUSTOMER utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of CUSTOMER.
- 14.2.13 CUSTOMER will maintain recorded message detail necessary to recreate files provided to AT&T for a period of three (3) calendar months beyond the related message dates.
- 14.2.14 In the event that data to be exchanged between CUSTOMER and AT&T via CMDS should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. Should an error be detected by the EMI format edits performed by AT&T on data received from CUSTOMER, the entire pack containing the affected data will not be processed by AT&T. AT&T will notify CUSTOMER of the error. CUSTOMER will correct the error(s) and will resend the entire pack to AT&T for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CUSTOMER will resend these packs to AT&T after the pack containing the error has been successfully reprocessed by AT&T.
- 14.3 Intercompany Settlements Messages
- 14.3.1 AT&T will receive the monthly NICS and CATS reports from Telcordia on behalf of CUSTOMER and will distribute copies of these reports to CUSTOMER on a monthly basis.
- 14.3.2 Through CATS AT&T will collect the revenue earned by CUSTOMER from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05),

or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of CUSTOMER. AT&T will remit the revenue billed by CUSTOMER to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of CUSTOMER. These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to CUSTOMER via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

14.3.3 Through NICS AT&T will collect the revenue earned by CUSTOMER within the AT&T territory from another LEC also within the AT&T territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of CUSTOMER. AT&T will remit the revenue billed by CUSTOMER within the AT&T region to the LEC also within the AT&T Southeast Region 9-State, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to CUSTOMER via a CABS miscellaneous bill on a monthly basis in arrears.

14.3.4 AT&T and CUSTOMER agree that monthly-netted amounts of less than fifty dollars (\$50.00) will not be settled.

15. Rates

15.1 For ODUF, ADUF and CMDS rates are as set forth in Exhibit A.

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
SERVICE DATE ADVANCEMENT (A.K.A. - EXPEDITE) CHARGE															
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG,NTCUD,NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE															
	Order Modification Charge (OMC)						33.37	0.00	0.00	0.00					
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
LOCAL SERVICE REQUEST (LSR) ORDERING CHARGE															
	Electronic Service Order Charge, Per Local Service Request (LSR)					SOME C	3.50	0.00	3.50	0.00					
	Manual Service Order Charge, Per Local Service Request (LSR)					SOMAN	7.86	0.00	0.99	0.00					
LINE INFORMATION DATA BASE ACCESS (LIDB)															
	LIDB Common Transport Per Query						0.0003								
	LIDB Validation Per Query			OQV	BHML1		0.035378								
	LIDB Originating Point Code Establishment or Change			OQV	NRBPX		91.00		67.59						
BRANDING - DIRECTORY ASSISTANCE															
Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		3,000.00	3,000.00							
	Loading of Custom Branded Announcement per Switch per OCN			AMT	CBADC		1,170.00	1,170.00							
Wholesale CLEC															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00							
Unbranding via OLSN for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00							

SERVICES - Kentucky										Att: 1 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loading of DA per Switch per OCN						16.00	16.00									
DIRECTORY ASSISTANCE SERVICES																	
DIRECTORY ASSISTANCE ACCESS SERVICE																	
	Directory Assistance Access Service Calls, Charge Per Call					0.31											
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																	
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10											
BRANDING - OPERATOR CALL PROCESSING																	
Facility based CLEC																	
	Recording of Custom Branded OA Announcement			AMT	CBAOS		7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN			AMT	CBAOL		500.00	500.00									
Wholesale CLEC																	
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00									
Unbranding via OLSN for Wholesale CLEC																	
	Loading of OA per OCN (Regional)						1,200.00	1,200.00									
INWARD OPERATOR SERVICES																	
	Inward Operator Services - Verification, Per Call					1.00											
	Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95											
OPERATOR CALL PROCESSING																	
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20											
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24											
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20											
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20											
CALLING NAME (CNAM) SERVICE																	
	CNAM Service, per line			UEPFB	N1ACR		2.11										
	CNAM Service, per line			UEPBX	N1ACR		2.11										
	CNAM Service, per line			UEPSB	N1ACR		2.11										
	CNAM Service, per line			UEPFP	N1ACR		2.11										
	CNAM Service, per line			UEPSP	N1ACR		2.11										
	CNAM Service, per line			UEPPX	N1ACR		2.11										
	CNAM Service, per line			UEPSR	NXMCR		2.11										
	CNAM Service, per line			UEPFR	NXMCR		2.11										
	CNAM Service, per line			UEPRX	NXMCR		2.11										
	CNAM Service, per line			UEPFB	NXMCR		2.11										
	CNAM Service, per line			UEPBX	NXMCR		2.11										
	CNAM Service, per line			UEPSB	NXMCR		2.11										
	CNAM Service, per line			UEPRG	NXMCR		2.11										
	CNAM Service, per line			UEPSE	NXMCR		2.11										
	CNAM Service, per line			UEPFP	NXMCR		2.11										
	CNAM Service, per line			UEPSP	NXMCR		2.11										
	CNAM Service, per line			UEPPX	NXMCR		2.11										
	CNAM Service, per line			UEPVB	NXMCR		2.11										
	CNAM Service, per line			UEPSR	NXMMN		2.11										
	CNAM Service, per line			UEPFR	NXMMN		2.11										
	CNAM Service, per line			UEPRX	NXMMN		2.11										
	CNAM Service, per line			UEPFB	NXMMN		2.11										
	CNAM Service, per line			UEPBX	NXMMN		2.11										
	CNAM Service, per line			UEPSB	NXMMN		2.11										
	CNAM Service, per line			UEPRG	NXMMN		2.11										
	CNAM Service, per line			UEPSE	NXMMN		2.11										
	CNAM Service, per line			UEPFP	NXMMN		2.11										

SERVICES - Kentucky										Att: 1 Exh: A													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	CNAM Service, per line			UEPSP	NXMMN	2.11																	
	CNAM Service, per line			UEPPX	NXMMN	2.11																	
	CNAM Service, per line			UEPFB	NXECR	2.11																	
	CNAM Service, per line			UEPBX	NXECR	2.11																	
	CNAM Service, per line			UEPVB	NXECR	2.11																	
	CNAM Service, per line			UEPSB	NXECR	2.11																	
	CNAM Service, per line			UEPFP	NXECR	2.11																	
	CNAM Service, per line			UEPSP	NXECR	2.11																	
	CNAM Service, per line			UEPPX	NXECR	2.11																	
	CNAM Service, per line			UEPFB	NCACR	2.11																	
	CNAM Service, per line			UEPBX	NCACR	2.11																	
	CNAM Service, per line			UEPSB	NCACR	2.11																	
	CNAM Service, per line			UEPFP	NCACR	2.11																	
	CNAM Service, per line			UEPSP	NCACR	2.11																	
	CNAM Service, per line			UEPPX	NCACR	2.11																	
DS0 WHOLESALE LOCAL SWITCHING PORTS																							
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																							
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Access Line Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).																							
DS0 WHOLESALE LOCAL SWITCHING PORTS - (Res)																							
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	8.49																	
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	8.49																	
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	8.49																	
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPRM	8.49																	
	Exchange Ports - 2-Wire VG res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	8.49																	
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPSR	UEPWE	8.49																	
	2-Wire voice Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	8.49																	
FEATURES																							
	All Available Vertical Features			UEPSR	UEPVF	0.00																	
Cross Connects																							
	Physical Expanded Interconnection Two Wire Cross Connect, Provisioning			UEPSR	PE1R2	0.0333																	
	Virtual Collocation - Two Wire Cross Connect, Provisioning			UEPSR	VE1R2	0.0309																	
Non-Recurring Charges																							
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPSR	USAS2																		
	Subsequent Activity			UEPSR	USASC	0.00																	
DS0 WHOLESALE LOCAL SWITCHING PORTS - (PBX)																							
	2-Wire VG 2-Way PBX Trunk - Res			UEPSE	UEPRD	11.49																	
	2-Wire VG Line Side 2-Way PBX Trunk - Bus			UEPSP	UEPPC	11.49																	
	2-Wire VG Line Side Outward PBX Trunk - Bus			UEPSP	UEPPO	11.49																	
	2-Wire VG Line Side Incoming PBX Trunk - Bus			UEPSP	UEPP1	11.49																	
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	11.49																	
	2-Wire Voice PBX LD Terminal Ports			UEPSP	UEPLD	11.49																	
	2-Wire Voice 2-Way PBX Usage Port			UEPSP	UEPXA	11.49																	
	2-Wire Voice PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	11.49																	
	2-Wire Voice PBX LD DDD Terminals Port			UEPSP	UEPXC	11.49																	
	2-Wire Voice PBX LD Terminal Switchboard Port			UEPSP	UEPXD	11.49																	
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	11.49																	
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port Without LUD			UEPSP	UEPXF	11.49																	
	2-Wire Voice PBX Kentucky LUD Area Calling Port			UEPSP	UEPXG	11.49																	
	2-Wire Voice PBX Kentucky Premium Calling Port			UEPSP	UEPXH	11.49																	

SERVICES - Kentucky										Att: 1 Exh: A													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	2-Wire Voice 2-Way PBX Kentucky Area Calling Port Without LUD			UEPSP	UEPXJ	11.49							66.16	18.58									
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	11.49							66.16	18.58									
	2-Wire Voice 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	11.49							66.16	18.58									
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	11.49							66.16	18.58									
	2-Wire Voice 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	11.49							66.16	18.58									
	FEATURES																						
	All Available Vertical Features			UEPSP	UEPSE	UEPVF	0.00						0.00	0.00									
	Cross Connects																						
	Physical Expanded Interconnection Two Wire Cross Connect, Provisioning			UEPSP	PE1R2		0.0333						24.68	23.68									
	Virtual Collocation - Two Wire Cross Connect, Provisioning			UEPSP	VE1R2		0.0309						24.68	23.68									
	Non-Recurring Charges																						
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPSP	USAS2								0.00	0.00									
	Subsequent Activity			UEPSP	USASC		0.00						0.00	0.00									
	DS0 LOCAL WHOLESALE SWITCHING PORTS - (Coin)																						
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEP2C	UEPRF		11.49						61.66	18.58									
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEP2C	UEPRE		11.49						61.66	18.58									
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900, 1+DDD (AL, KY, LA, & MS)			UEP2C	UEPRA		11.49						61.66	18.58									
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEP2C	UEPKA		11.49						61.66	18.58									
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEP2C	UEPCD		11.49						61.66	18.58									
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEP2C	UEPRN		11.49						61.66	18.58									
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)			UEP2C	UEPRJ		11.49						61.66	18.58									
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900, 1+DDD (AL, KY, LA, MS)			UEP2C	UEPRH		11.49						61.66	18.58									
	2-Wire Coin Outward Operator Screening & Blocking: 900, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEP2C	UEPCN		11.49						61.66	18.58									
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEP2C	UEPCK		11.49						61.66	18.58									
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEP2C	UEPCR		11.49						61.66	18.58									
	Coin Usage																						
	DS0 Wholesale Local Platform Service (Coin) Usage (Flat Rate)			UEP2C	URECU		5.50																
	Cross Connects																						
	Physical Expanded Interconnection Two Wire Cross Connect, Provisioning			UEP2C	PE1R2		0.0333						24.68	23.68									
	Virtual Collocation - Two Wire Cross Connect, Provisioning			UEP2C	VE1R2		0.0309						24.68	23.68									
	Non-Recurring Charges																						
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEP2C	USAS2								0.00	0.00									
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEP2C	URETL								8.33	0.83									
	WHOLESALE LOCAL CIRCUIT SWITCHING, PORT USAGE																						
	End Office Switching (Port Usage)																						
	End Office Switching Function, Per MOU						0.0011971																
	End Office Trunk Port - Shared, Per MOU						0.0002112																
	Tandem Switching (Port Usage) (Local or Access Tandem)																						
	Tandem Switching Function Per MOU						0.000194																
	Tandem Trunk Port - Shared, Per MOU						0.0002416																
	Melded Factor: 48.65% of the Tandem Rate																						
	Tandem Switching Function Per MOU (Melded)						0.000094381																

SERVICES - Kentucky										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000117538																
Wholesale Common Transport																						
	Common Transport - Per Mile, Per MOU					0.000003																
	Common Transport - Facilities Termination Per MOU					0.0007466																
DS0 WHOLESALE LOCAL PLATFORM SERVICE																						
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																						
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to DS0 Wholesale Local Platform Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).																						
DS0 WHOLESALE LOCAL PLATFORM SERVICE (Residence)																						
DS0 Loop Rates																						
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.64																
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	14.37																
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	30.59																
2-Wire Voice Grade Line Port (Res)																						
	2-Wire voice port - residence			UEPRX	UEPRL	8.15	34.95	12.48														
	2-Wire voice port with Caller ID - res			UEPRX	UEPRC	8.15	34.95	12.48														
	2-Wire voice port outgoing only - res			UEPRX	UEPRO	8.15	34.95	12.48														
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - res			UEPRX	UEPRM	8.15	34.95	12.48														
	2-Wire voice res, low usage line port with Caller ID			UEPRX	UEPAP	8.15	34.95	12.48														
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPRX	UEPWE	8.15	34.95	12.48														
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00														
NONRECURRING CHARGES - Conversions																						
	2-Wire Voice Grade Loop / Line Port Platform - Switch-as-is			UEPRX	USAC2		10.00	10.00														
	2-Wire Voice Grade Loop / Line Port Platform - Switch with change			UEPRX	USACC		10.00	10.00														
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		10.00															
ADDITIONAL NRCs																						
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent			UEPRX	USAS2		0.00	0.00														
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRX	URETL		8.33	0.83														
Inside Wire Maintenance																						
	Inside Wire Maintenance Plan			UEPRX	SEQ1X	4.50																
OFF/ON PREMISES EXTENSION CHANNELS																						
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPRX	UEAEN	10.56	46.66	22.57														
	2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPRX	UEAEN	15.34	46.66	22.57														
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPRX	UEAEN	31.11	46.66	22.57														
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPRX	UEAED	12.67	134.89	81.87														
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPRX	UEAED	17.45	134.89	81.87														
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPRX	UEAED	33.22	134.89	81.87														
INTEROFFICE TRANSPORT																						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRX	U1TV2	23.95	98.09	53.67														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRX	U1TVM	0.0095	0.00	0.00														
DS0 WHOLESALE LOCAL PLATFORM SERVICE (Res-PBX)																						
DS0 Loop Rates																						
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.64																
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	14.37																
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	30.59																
2-Wire Voice Grade Line Port Rates (RES - PBX)																						
	2-Wire voice 2-Way PBX Trunk Port - Res (E: 1/1/2005)			UEPRG	UEPRD	11.15	61.66	18.58														
FEATURES																						
	All Features Offered			UEPRG	UEPVF	0.00																

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring First	Nonrecurring Add'l
NONRECURRING CHARGES - Conversions															
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is			UEPRG	USAC2	10.00		10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change			UEPRG	USACC	10.00		10.00							
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPRG	USAS2	0.00		0.00							
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring					0.00		0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					14.64		14.64							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL	8.33		0.83							
OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.67		134.89				81.87			
	Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.45		134.89				81.87			
	Local Channel Voice grade, per termination		3	UEPRG	P2JHX	33.22		134.89				81.87			
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.68		170.06				78.10			
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.12		170.06				78.10			
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	29.64		170.06				78.10			
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	23.95		98.09				53.67			
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0095		0.00				0.00			
DS0 WHOLESALE LOCAL PLATFORM SERVICE (Bus-PBX)															
DS0 Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.64									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	14.37									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	30.59									
2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	11.15		61.66				18.58			
	Line Side Outward PBX Trunk Port - Bus			UEPPX	UEPPO	11.15		61.66				18.58			
	Line Side Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	11.15		61.66				18.58			
	2-Wire Voice PBX LD Terminal Ports			UEPPX	UEPLD	11.15		61.66				18.58			
	2-Wire Voice 2-Way Combination PBX Usage Port			UEPPX	UEPXA	11.15		61.66				18.58			
	2-Wire Voice PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	11.15		61.66				18.58			
	2-Wire Voice PBX LD DDD Terminals Port			UEPPX	UEPXC	11.15		61.66				18.58			
	2-Wire Voice PBX LD Terminal Switchboard Port			UEPPX	UEPXD	11.15		61.66				18.58			
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	11.15		61.66				18.58			
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPPX	UEPXF	11.15		61.66				18.58			
	2-Wire Voice PBX Kentucky LUD Area Calling Port			UEPPX	UEPXG	11.15		61.66				18.58			
	2-Wire Voice PBX Kentucky Premium Calling Port			UEPPX	UEPXH	11.15		61.66				18.58			
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD			UEPPX	UEPXJ	11.15		61.66				18.58			
	2-Wire Voice OutDial Kentucky NAR Area Calling Port			UEPPX	UEPOK	11.15		61.66				18.58			
FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00		0.00				0.00			
NONRECURRING CHARGES - Conversions															
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is			UEPPX	USAC2	10.00		10.00							
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change			UEPPX	USACC	10.00		10.00							
ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPPX	USAS2	0.00		0.00							
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring					0.00		0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group					7.86		7.86							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL	8.33		0.83							

SERVICES - Kentucky										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
OFF/ON PREMISES EXTENSION CHANNELS																						
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.67																
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.45																
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	33.22																
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.68																
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.12																
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	29.64																
INTEROFFICE TRANSPORT																						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	23.95																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0095																
DS0 WHOLESALE LOCAL PLATFORM SERVICE (Coin)																						
DS0 Loop Rates																						
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.64																
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	14.37																
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	30.59																
2-Wire Voice Grade Line Port Rates (Coin)																						
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	11.15																
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	11.15																
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	11.15																
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)			UEPCO	UEPKA	11.15																
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	11.15																
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)			UEPCO	UEPRN	11.15																
	2-Wire Coin Outward with Operator Screening and 011Blocking (GA, KY, MS)			UEPCO	UEPRJ	11.15																
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	11.15																
	2-Wire Coin Outward Operator Screening & Blocking: 900, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCN	11.15																
	2-Wire 2-Way Smartline with 900 (all states except LA)			UEPCO	UEPCK	11.15																
	2-Wire Coin Outward Smartline with 900 (all states except LA)			UEPCO	UEPCR	11.15																
Coin Usage																						
	DS0 Wholesale Local Platform Service (Coin) Usage (Flat Rate)			UEPCO	URECU	5.50																
NONRECURRING CHARGES - Conversions																						
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is			UEPCO	USAC2																	
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change			UEPCO	USACC																	
ADDITIONAL NRCs																						
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	USAS2																	
				UEPCO	URETL																	
DS0 WHOLESALE LOCAL PLATFORM SERVICE (FX/FCO Res)																						
DS0 Loop Rates																						
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.67																
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.45																
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	33.22																
2-Wire Voice Grade Line Port Rates (Res)																						
	2-Wire voice port - residence			UEPFR	UEPRL	8.23																
	2-Wire voice port with Caller ID - res			UEPFR	UEPRC	8.23																
	2-Wire voice port outgoing only - res			UEPFR	UEPRO	8.23																
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - res			UEPFR	UEPRM	8.23																

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire voice res, low usage line port with Caller ID			UEPFR	UEPAP	8.23	220.00	145.00							
	2-Wire voice res, low usage line port without Caller ID capability			UEPFR	UEPRT	8.23	220.00	145.00							
	2-Wire Voice Kentucky Residence Dialing Plan without Caller ID			UEPFR	UEPWE	8.23	220.00	145.00							
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	23.95	98.09	53.67							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0095									
	FEATURES														
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CONVERSIONS														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is			UEPFR	USAC2		10.00	10.00							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change			UEPFR	USACC		10.00	10.00							
	ADDITIONAL NRCs														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Subsequent Activity			UEPFR	USAS2	0.00	0.00	0.00							
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10							
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (FX/FCO Bus)														
	DS0 Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.67									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.45									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	33.22									
	2-Wire Voice Grade Line Port (Bus)														
	2-Wire voice port without Caller ID - bus			UEPFB	UEPBL	11.23	220.00	145.00							
	2-Wire voice port with Caller + E484 ID - bus			UEPFB	UEPBC	11.23	220.00	145.00							
	2-Wire voice port outgoing only - bus			UEPFB	UEPBO	11.23	220.00	145.00							
	2-Wire voice Grade Kentucky extended local dialing parity port with Caller ID - bus			UEPFB	UEPBM	11.23	220.00	145.00							
	2-Wire voice incoming only port with Caller ID - Bus			UEPFB	UEPB1	11.23	220.00	145.00							
	2-Wire Voice Kentucky Business Dialing Plan without Caller ID			UEPFB	UEPWF	11.23	220.00	145.00							
	2-Wire voice incoming only port without Caller ID capability			UEPFB	UEPBE	11.23	220.00	145.00							
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	23.95	98.09	53.67							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0095									
	FEATURES														
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CONVERSIONS														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is			UEPFB	USAC2		10.00	10.00							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change			UEPFB	USACC		10.00	10.00							
	ADDITIONAL NRCs														
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10							
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (FX/FCO PBX)														
	DS0 Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.67									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.45									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	33.22									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	11.23	285.00	175.00							

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Nonrecurring Add'l							Nonrecurring Disconnect First
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Outward PBX Trunk Port - Bus			UEPFP	UEPPO	11.23	285.00	175.00							
	Line Side Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	11.23	285.00	175.00							
	2-Wire Voice PBX LD Terminal Ports			UEPFP	UEPLD	11.23	285.00	175.00							
	2-Wire Voice 2-Way Combination PBX Usage Port			UEPFP	UEPXA	11.23	285.00	175.00							
	2-Wire Voice PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	11.23	285.00	175.00							
	2-Wire Voice PBX LD DDD Terminals Port			UEPFP	UEPXC	11.23	285.00	175.00							
	2-Wire Voice PBX LD Terminal Switchboard Port			UEPFP	UEPXD	11.23	285.00	175.00							
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	11.23	285.00	175.00							
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPFP	UEPXF	11.23	285.00	175.00							
	2-Wire Voice PBX Kentucky LUD Area Calling Port			UEPFP	UEPXG	11.23	285.00	175.00							
	2-Wire Voice PBX Kentucky Premium Calling Port			UEPFP	UEPXH	11.23	285.00	175.00							
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD			UEPFP	UEPXJ	11.23	285.00	175.00							
	2-Wire Voice OutDial Kentucky NAR Area Calling Port			UEPFP	UEPOK	11.23	285.00	175.00							
	2-Wire Voice 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO										
INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	23.95	98.09	53.67							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0095									
FEATURES															
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00							
NONRECURRING CHARGES (NRCs) - CONVERSIONS															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-as-is			UEPFP	USAC2		10.00	10.00							
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Platform - Conversion - Switch-With-Change			UEPFP	USACC		10.00	10.00							
ADDITIONAL NRCs															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port (PBX) Platform - Subsequent Activity			UEPFP	USAS2	0.00	0.00	0.00							
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86							
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFP	URETN		11.21	1.10							
DS0 WHOLESALE LOCAL SWITCHING PORTS															
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.															
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Access Line Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).															
DS0 WHOLESALE LOCAL SWITCHING PORTS - (Bus)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	11.49	66.16	18.58							
	Exchange Ports - 2-Wire VG Line Port with port with Caller+E484 ID - Bus.			UEPSB	UEPBC	11.49	66.16	18.58							
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	11.49	66.16	18.58							
	Exchange Ports - 2-Wire VG KY extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPBM	11.49	66.16	18.58							
	Exchange Ports - 2-Wire VG incoming only port with Caller ID - Bus			UEPSB	UEPB1	11.49	66.16	18.58							
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID			UEPSB	UEPWF	11.49	66.16	18.58							
	2-Wire voice Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	11.49	66.16	18.58							
FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00							
Cross Connects															
	Physical Expanded Interconnection Two Wire Cross Connect, Provisioning			UEPSB	PE1R2	0.0333	24.68	23.68							

SERVICES - Kentucky										Att: 1 Exh: A													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	Virtual Collocation - Two Wire Cross Connect, Provisioning			UEPSB	VE1R2	0.0309							24.68	23.68									
	Non-Recurring Charges																						
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPSB	USAS2								0.00	0.00									
	Subsequent Activity			UEPSB	USASC	0.00							0.00	0.00									
	DS0 WHOLESALE LOCAL PLATFORM SERVICE																						
	> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																						
	> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to DS0 Wholesale Local Platform Service except for the Coin Service which has a flat rate usage charge (USOC: URECU).																						
	DS0 WHOLESALE LOCAL PLATFORM SERVICE (Business)																						
	DS0 Loop Rates																						
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	9.64																	
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	14.37																	
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	30.59																	
	2-Wire Voice Grade Line Port (Bus)																						
	2-Wire voice port without Caller ID - bus			UEPBX	UEPBL	11.15							61.66	18.58									
	2-Wire voice port with Caller + E484 ID - bus			UEPBX	UEPBC	11.15							61.66	18.58									
	2-Wire voice port outgoing only - bus			UEPBX	UEPBO	11.15							61.66	18.58									
	2-Wire voice Kentucky extended local dialing parity port with Caller ID - bus			UEPBX	UEPBM	11.15							61.66	18.58									
	2-Wire voice incoming only port with Caller ID - Bus			UEPBX	UEPB1	11.15							61.66	18.58									
	2-Wire voice Kentucky Business Dialing Plan without Caller ID			UEPBX	UEPWF	11.15							61.66	18.58									
	FEATURES																						
	All Features Offered			UEPBX	UEPVF	0.00							0.00	0.00									
	NONRECURRING CHARGES - Conversions																						
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is			UEPBX	USAC2								10.00	10.00									
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change			UEPBX	USACC								10.00	10.00									
	ADDITIONAL NRCs																						
	NRC - 2-Wire Voice Grade Loop/Line Port Platform - Subsequent			UEPBX	USAS2								0.00	0.00									
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPBX	URETL								8.33	0.83									
	Inside Wire Maintenance																						
	Inside Wire Maintenance Plan			UEPBX	SEQ1X	4.50																	
	OFF/ON PREMISES EXTENSION CHANNELS																						
	2 Wire Analog Voice Grade Extension Loop - Non-Design		1	UEPBX	UEAEN	10.56							46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop - Non-Design		2	UEPBX	UEAEN	15.34							46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop - Non-Design		3	UEPBX	UEAEN	31.11							46.66	22.57									
	2 Wire Analog Voice Grade Extension Loop - Design		1	UEPBX	UEAED	12.67							134.89	81.87									
	2 Wire Analog Voice Grade Extension Loop - Design		2	UEPBX	UEAED	17.45							134.89	81.87									
	2 Wire Analog Voice Grade Extension Loop - Design		3	UEPBX	UEAED	33.22							134.89	81.87									
	INTEROFFICE TRANSPORT																						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	23.95							98.09	53.67									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0095							0.00	0.00									
	DS0 WHOLESALE LOCAL PLATFORM SERVICE - CENTREX																						
	The following DS0 Wholesale Local Platform Service - CENTREX rates shall apply to the elements indicated accordance with the following criteria:																						
	> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.																						
	>> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the DS0 Wholesale Local Platform Service - CENTREX																						
	DS0 WHOLESALE LOCAL PLATFORM SERVICE - CENTREX BY CENTRAL OFFICE SWITCH TYPE																						
	1AESS SWITCH - (Valid in AL,FL,GA,KY,LA,MS,&TN)																						
	Loop Rates																						
	2-Wire Voice Grade Loop (SL 1) - Zone 1 --- UECS1		1	UEP91	UECS1	9.64																	
	2-Wire Voice Grade Loop (SL 1) - Zone 2 --- UECS1		2	UEP91	UECS1	14.37																	
	2-Wire Voice Grade Loop (SL 1) - Zone 3 --- UECS1		3	UEP91	UECS1	30.59																	
	2-Wire Voice Grade Loop (SL 2) - Zone 1 --- UECS2		1	UEP91	UECS2	12.67																	

SERVICES - Kentucky										Att: 1 Exh: A																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)														
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
	2-Wire Voice Grade Loop (SL 2) - Zone 2 --- UECS2		2	UEP91	UECS2	17.45																					
	2-Wire Voice Grade Loop (SL 2) - Zone 3 --- UECS2		3	UEP91	UECS2	33.22																					
Port Rates - Effective As Specified																											
All States (Except North Carolina and South Carolina)																											
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	11.15		61.66	18.58																		
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	11.15		61.66	18.58																		
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	11.15		61.66	18.58																		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	11.15		108.97	50.36																		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	11.15		108.97	50.36																		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	11.15		61.66	18.58																		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPY2	11.15		61.66	18.58																		
AL, KY, LA, MS, & TN Only																											
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	11.15		61.66	18.58																		
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	11.15		61.66	18.58																		
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	11.15		61.66	18.58																		
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	11.15		108.97	50.36																		
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	11.15		108.97	50.36																		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	11.15		61.66	18.58																		
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	11.15		61.66	18.58																		
Local Switching																											
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.8873																					
Features																											
	All Standard Features Offered, per port			UEP91	UEPVF	0.00																					
	All Select Features Offered, per port			UEP91	UEPVS	0.00		405.66																			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00																					
NARS																											
	Network Access Register - Combination			UEP91	UARCX	0.00		0.00	0.00																		
	Network Access Register - Indial			UEP91	UAR1X	0.00		0.00	0.00																		
	Network Access Register - Outdial			UEP91	UARO X	0.00		0.00	0.00																		
Miscellaneous Terminations																											
2-Wire Trunk Side																											
	Trunk Side Terminations, each			UEP91	CENA6	10.51		92.18	15.82																		
Interoffice Channel Mileage - 2-Wire																											
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	29.11																					
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.01																					
Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																											
D4 Channel Bank Feature Activations																											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.62																					
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.62																					
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.62																					
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.62																					
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.62																					
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP91	1PQWQ	0.62																					
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.62																					
Non-Recurring Charges (NRC)																											

SERVICES - Kentucky								Att: 1 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring							Nonrecurring Disconnect	
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port			UEP91	USAC2	10.00	10.00								
	Conversion of Existing Centrex Common Block			UEP91	USACN	40.00	20.00								
	New Centrex Standard Common Block			UEP91	M1ACS	770.00									
	New Centrex Customized Common Block			UEP91	M1ACC	770.00									
	Secondary Block, per Block			UEP91	M2CC1	80.00									
	NAR Establishment Charge, Per Occasion			UEP91	URECA	85.00									
	Additional Non-Recurring Charges (NRC)														
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL	8.33	0.83								
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN	11.21	1.10								
	5ESS SWITCH (Valid in All States)														
	Loop Rates														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.64									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	14.37									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	30.59									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.67									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.45									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	33.22									
	Port Rates														
	The following port rates are effective as specified														
	All States														
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	11.15	61.66	18.58							
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	11.15	61.66	18.58							
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	11.15	61.66	18.58							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	11.15	108.97	50.36							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	11.15	108.97	50.36							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	11.15	61.66	18.58							
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	11.15	61.66	18.58							
	AL, KY, LA, MS, SC, & TN Only														
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	11.15	61.66	18.58							
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	11.15	61.66	18.58							
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	11.15	61.66	18.58							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	11.15	108.97	50.36							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	11.15	108.97	50.36							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	11.15	61.66	18.58							
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	11.15	61.66	18.58							
	Local Switching														
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.8873									
	Features														
	All Standard Features Offered, per port			UEP95	UEPVF	0.00									
	All Select Features Offered, per port			UEP95	UEPVS	0.00	405.66								
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00									
	NARS														
	Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Outdial			UEP95	UAROX	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP95	CEND6	10.51	92.18	15.82	52.16	5.30					
	4-Wire Digital (1.544 Megabits)														

SERVICES - Kentucky										Att: 1 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS1 Circuit Terminations, each			UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86						
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	M1GBC	29.11										
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.62										
	Non-Recurring Charges (NRC)															
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port			UEP95	USAC2		10.00	10.00								
	Conversion of Existing Centrex Common Block, each			UEP95	USACN		40.00	20.00								
	New Centrex Standard Common Block			UEP95	M1ACS		770.00									
	New Centrex Customized Common Block			UEP95	M1ACC		770.00									
	NAR Establishment Charge, Per Occasion			UEP95	URECA		85.00									
	Additional Non-Recurring Charges (NRC)															
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83								
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
	DMS100 SWITCH (Valid in All States)															
	Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.59										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	33.22										
	Port Rates															
	The following port rates are effective as specified															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	11.15	61.66	18.58								
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	11.15	61.66	18.58								

SERVICES - Kentucky										Att: 1 Exh: A													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	11.15							108.97	50.36									
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	11.15							108.97	50.36									
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	11.15							61.66	18.58									
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	11.15							61.66	18.58									
AL, KY, LA, MS, SC, & TN Only																							
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	11.15							61.66	18.58									
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	11.15							108.97	50.36									

SERVICES - Kentucky											Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	11.15							108.97	50.36									
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	11.15							108.97	50.36									
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	11.15							108.97	50.36									
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	11.15							108.97	50.36									
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	11.15							108.97	50.36									
	Local Switching																						
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.8873																	
	Features																						
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00																	
	All Select Features Offered, per port			UEP9D	UEPVS	0.00							405.66										
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00																	
	NARS																						
	Network Access Register - Combination			UEP9D	UARCX	0.00							0.00	0.00	0.00	0.00	0.00						
	Network Access Register - Inward			UEP9D	UAR1X	0.00							0.00	0.00	0.00	0.00	0.00						
	Network Access Register - Outdial			UEP9D	UAROY	0.00							0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																						
	2-Wire Trunk Side																						
	Trunk Side Terminations, each			UEP9D	CEND6	10.51							92.18	15.82	52.16	5.30							
	4-Wire Digital (1.544 Megabits)																						
	DS1 Circuit Terminations, each			UEP9D	M1HD1	74.77							164.86	77.74	60.69	3.86							
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00							15.09										
	Interoffice Channel Mileage - 2-Wire																						
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	29.11																	
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.01																	
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																						
	D4 Channel Bank Feature Activations																						
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.62																	
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.62																	
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.62																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.62																	
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.62																	
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.62																	
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.62																	
	Non-Recurring Charges (NRC)																						
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port			UEP9D	USAC2								10.00	10.00									
	Conversion of Existing Centrex Common Block, each			UEP9D	USACN								40.00	20.00									
	New Centrex Standard Common Block			UEP9D	M1ACS								770.00										
	New Centrex Customized Common Block			UEP9D	M1ACC								770.00										
	NAR Establishment Charge, Per Occasion			UEP9D	URECA								85.00										
	Additional Non-Recurring Charges (NRC)																						
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL								8.33	0.83									

SERVICES - Kentucky										Att: 1 Exh: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN															
	EWSD SWITCH (Valid in AL, FL, KY, LA, MS & TN)																			
	Loop Rates																			
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.64														
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	14.37														
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	30.59														
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.67														
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.45														
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	33.22														
	Port Rates																			
	The following port rates are effective as specified																			
	AL, FL, KY, LA, MS, & TN only																			
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	11.15	61.66	18.58												
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	11.15	61.66	18.58												
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	11.15	61.66	18.58												
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	11.15	61.66	18.58												
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	11.15	61.66	18.58												
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	11.15	61.66	18.58												
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	11.15	61.66	18.58												
	AL, KY, LA, MS, & TN Only																			
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	11.15	61.66	18.58												
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	11.15	61.66	18.58												
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	11.15	61.66	18.58												
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	11.15	61.66	18.58												
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	11.15	61.66	18.58												
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	11.15	61.66	18.58												
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	11.15	61.66	18.58												
	Local Switching																			
	Centrex Intercom Funtionalty, per port			UEP9E	URECS	0.8873														
	Features																			
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00														
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.66													
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00														
	NARS																			
	Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00										
	Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00										
	Network Access Register - Outdial			UEP9E	UAROx	0.00	0.00	0.00	0.00	0.00										
	Miscellaneous Terminations																			
	2-Wire Trunk Side																			
	Trunk Side Terminations, each			UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30										
	4-Wire Digital (1.544 Megabits)																			
	DS1 Circuit Terminations, each			UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86										
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	15.09													
	Interoffice Channel Mileage - 2-Wire																			
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	29.11														
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.01														
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																			
	D4 Channel Bank Feature Activations																			
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.62														

SERVICES - Kentucky										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.62																
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.62																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.62																
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.62																
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.62																
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.62																
Non-Recurring Charges (NRC)																						
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port			UEP9E	USAC2																	
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN																	
	New Centrex Standard Common Block			UEP9E	M1ACS																	
	New Centrex Customized Common Block			UEP9E	M1ACC																	
	NAR Establishment Charge, Per Occasion			UEP9E	URECA																	
Additional Non-Recurring Charges (NRC)																						
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL																	
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN																	
DCO SWITCH (Valid in AL, KY, LA, MS, & TN)																						
Loop Rates																						
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	9.64																
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	14.37																
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	30.59																
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	12.67																
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	17.45																
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	33.22																
Port Rates																						
The following port rates are effective as specified																						
AL, FL, KY, LA, MS, & TN only																						
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	11.15																
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	11.15																
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	11.15																
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	11.15																
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	11.15																
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	11.15																
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	11.15																
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	11.15																
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	11.15																
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	11.15																
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	11.15																
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	11.15																
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	11.15																
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	11.15																
Local Switching																						
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.8873																
Features																						

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	All Standard Features Offered, per port			UEP93	UEPVF	0.00									
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00									
	NARS														
	Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Inial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00					
	Network Access Register - Outdial			UEP93	UAROx	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP93	CEND6	10.51	92.18	15.82	52.16	5.30					
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP93	M1HD1	74.77	164.86	77.74	60.69	3.86					
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	15.09								
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP93	M1GBC	29.11									
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.01									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.62									
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.62									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.62									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.62									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.62									
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.62									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.62									
	Non-Recurring Charges (NRC)														
	Conversion - Existing Platform Switch-As-Is with allowed changes, per port			UEP93	USAC2		10.00	10.00							
	Conversion of Existing Centrex Common Block, each			UEP93	USACN		40.00	20.00							
	New Centrex Standard Common Block			UEP93	M1ACS		770.00								
	New Centrex Customized Common Block			UEP93	M1ACC		770.00								
	NAR Establishment Charge, Per Occasion			UEP93	URECA		85.00								
	Additional Non-Recurring Charges (NRC)														
	Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL		8.33	0.83							
	Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN		11.21	1.10							
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD														
	Note 2 - Requires Interoffice Channel Mileage														
	Note 3 - Requires Specific Customer Premises Equipment														
	DS0 WHOLESALE LOCAL SWITCHING PORTS														
	DS0 WHOLESALE LOCAL SWITCHING PORTS														
	Exchange Ports - 2-Wire DID Port			UEPSP	UEPP2	28.63	536.11	127.75							
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00							
	Exchange Ports - 2-Wire ISDN Port (See Note 1 and 2 Below.)			UEPTX, UEPSX	U1PMA	50.00	200.00	130.00							
	All Features Offered			UEPTX, UEPSX	UEPVF	0.00	0.00	0.00							
	Wholesale Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00							
	NOTE 1: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.														
	NOTE 2: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.														
	DS0 WHOLESALE LOCAL SWITCHING PORTS WITH REMOTE CALL FORWARDING CAPABILITY														
	REMOTE CALL FORWARDING SERVICE - (Residence)														
	Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	8.49	34.95	12.48							
	Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	8.49	34.95	12.48							
	Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	8.49	34.95	12.48							
	Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	8.49	34.95	12.48							

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
Non-Recurring (Residence)															
	Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		10.00	10.00							
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		10.00	10.00							
REMOTE CALL FORWARDING - (Business)															
	Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	11.49	61.66	18.58							
	Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	11.49	61.66	18.58							
	Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	11.49	61.66	18.58							
	Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	11.49	61.66	18.58							
	Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	11.49	61.66	18.58							
Non-Recurring (Business)															
	Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		10.00	10.00							
	Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		10.00	10.00							
DS1 WHOLESALE LOCAL SWITCHING PORTS															
EXCHANGE PORT RATES															
	Exchange Ports - 4-Wire ISDN DS1 Port (See Note1and 2 Below.)			UEPEX	UEPEX	419.00	1,000.00	900.00							
	Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (See Note1and 2 Below.)			UEPEX	UEPEX	419.00	1,000.00	900.00							
	Exchange Ports - 4-Wire ISDN DS1 Port (See Note1and 2 Below.)			UEPDX	UEPDX	419.00	1,000.00	900.00							
	Physical Collocation - DS1 Cross-Connects			UEPEX	UEPDX	PE1P1	1.48	44.23	31.98						
	Virtual collocation - cross-connect per DS1			UEPEX	UEPDX	CNC1X	1.48	44.23	31.98						
Detailed E911 with Locator Capability (required with UEPEX port)															
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State			UEPEX	UEP1A	0.00	1,811.00								
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions			UEPEX	UEP1B	0.00	175.82								
New or Additional PRI Telephone Numbers															
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1C	0.07	0.54								
	Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]			UEPEX	UEP1D	0.07	12.71	12.71							
	Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]			UEPDX	UEP1E	0.00	0.54								
	Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]			UEPEX	PR7ZT	0.00	25.41	25.41							
INTERFACE (Provisioning Only)															
	Voice/Data			UEPEX	PR71V	0.00	0.00	0.00							
	Digital Data			UEPEX	PR71D	0.00	0.00	0.00							
	Inward Data			UEPDX	PR71E	0.00	0.00	0.00							
New or Additional Channel															
	New or Additional - Voice/Data "B" Channel			UEPEX	PR7BV	0.00	15.48								
	New or Additional - Digital Data "B" Channel			UEPEX	PR7BF	0.00	15.48								
	New or Additional Inward Data "B" Channel			UEPDX	PR7BD	0.00	15.48								
	New or Additional Useage Sensitive Voice Data "B" Channel			UEPEX	PR7BS	0.00	15.48								
	New or Additional Useage Sensitive Digital Data "B" Channel			UEPEX	PR7BU	0.00	15.48								
	New or Additional PRI "D" Channel			UEPEX	PR7EX	0.00	15.48								
CALL TYPES															
	Inward			UEPEX	UEPDX	PR7C1	0.00	0.00	0.00						
	Outward			UEPEX		PR7CO	0.00	0.00	0.00						
	Two-way			UEPEX		PR7CC	0.00	0.00	0.00						
NOTE 1: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
NOTE 2: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
DSO WHOLESALE LOCAL PLATFORM SERVICE															

SERVICES - Kentucky										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	DS0 Wholesale Local Platform Service-Direct Inward Dialing (DID)																					
	DS0 Loop Rates																					
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 1		1	UEPPX	UECD1	12.67																
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 2		2	UEPPX	UECD1	17.45																
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 3		3	UEPPX	UECD1	33.22																
	DS0 Port Rates																					
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	28.63		536.11	127.75													
	NONRECURRING CHARGES - Existing Platform																					
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Existing Platform - Switch-As-Is			UEPPX	USAC1			10.00	10.00													
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with AT&T Allowable Changes			UEPPX	USA1C			10.00	10.00													
	ADDITIONAL NRCs																					
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1			32.25	32.25													
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPX	URETN			11.21	1.10													
	Telephone Number/Trunk Group Establishment Charges																					
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00		0.00	0.00													
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00		0.00	0.00													
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00		0.00	0.00													
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00		0.00	0.00													
	Reserve DID Numbers			UEPPX	NDV	0.00		0.00	0.00													
	DS0 Wholesale Local Platform Service - ISDN/Basic Rate ISDN (ISDN/BRI)																					
	DS0 Wholesale Local Voice Service Platform Rates																					
	ISDN Loop Rates																					
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UEPPB	UEPPR	USL2X	16.10															
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UEPPB	UEPPR	USL2X	22.33															
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UEPPB	UEPPR	USL2X	40.63															
	ISDN Port Rates																					
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPR	UEPPR		50.00	425.00	285.00													
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPB		50.00	425.00	285.00													
	NONRECURRING CHARGES - Existing Platform																					
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port - Conversion -			UEPPB	UEPPR	USACB		90.00	65.00													
	ADDITIONAL NRCs																					
	Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB	UEPPR	URETN		11.21	1.10													
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR	URETL		8.33	0.83													
	B-CHANNEL USER PROFILE ACCESS:																					
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00													
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00													
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00													
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																					
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00															
	CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00															
	CSD			UEPPB	UEPPR	U1UCF	0.00															
	USER TERMINAL PROFILE																					
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00															
	VERTICAL FEATURES																					
	All Vertical Features - One per Channel B User Profile- All States			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00													
	INTEROFFICE CHANNEL MILEAGE																					
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	29.12	47.34	31.78													
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.01	0.00	0.00													
	DS1 WHOLESALE LOCAL PLATFORM SERVICE																					
	The following Terms and Conditions apply to DS1 Wholesale Local Platform Service :																					

SERVICES - Kentucky											Att: 1 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
> For New Install scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Existing Platform scenarios, the Nonrecurring charges are listed in the NRC - Conversions section. Additional NRCs may apply also and are categorized accordingly.															
>> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to all DS0 Wholesale Local Platform Services.															
DS1 Wholesale Local Platform Service - ISDN/Primary Rate ISDN (ISDN/PRI)															
DS1 Loop Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 1		1	UEPPP	USL4P	168.00									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 2		2	UEPPP	USL4P	175.00									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 3		3	UEPPP	USL4P	180.00									
DS1 Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	419.00	1,200.00	1,000.00							
NONRECURRING CHARGES - Existing Platform															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port - Conversion -Switch-As-Is			UEPPP	USACP		500.00	500.00							
ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digt Trk Port - Subsqct Actvy-Inward/two way Telephone Numbers (except NC)			UEPPP	PR7TF		0.54								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		12.71	12.71							
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Telephone Numbers			UEPPP	PR7ZT		25.41	25.41							
INTERFACE (Provisioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00							
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00							
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00							
New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	15.48								
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	15.48								
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	15.48								
	New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00									
	New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00									
CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00							
	Outward			UEPPP	PR7CO	0.00	0.00	0.00							
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00							
Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	54.90	105.52	98.46							
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	13.51									
DS1 Wholesale Local Platform Service - 4-wire DDITS															
DS1 Wholesale Local Platform Service Rates															
DS1 Loop Rates															
	4-Wire DS1 Digital Loop - Zone 1		1	UEPDC	USLDC	168.00									
	4-Wire DS1 Digital Loop - Zone 2		2	UEPDC	USLDC	175.00									
	4-Wire DS1 Digital Loop - Zone 3		3	UEPDC	USLDC	180.00									
DS1 Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	368.00	1,100.00	900.00							
NONRECURRING CHARGES - Existing Platform															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Switch-As-Is			UEPDC	USAC4		500.00	500.00							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Conversion with DS1 Changes			UEPDC	USAWA		500.00	500.00							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Platform - Conversion with Change			UEPDC	USAWB		500.00	500.00							
ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		15.09	15.09							

SERVICES - Kentucky											Att: 1 Exh: A														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)							
														First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB										15.09	15.09									
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC										15.09	15.09									
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD										15.09	15.09									
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE										15.09	15.09									
	BIPOLAR 8 ZERO SUBSTITUTION																								
	B8ZS - Superframe Format			UEPDC	CCOSF										0.00l	730.00S									
	B8ZS - Extended Superframe Format			UEPDC	CCOEF										0.00l	730.00S									
	Alternate Mark Inversion																								
	AMI - Superframe Format			UEPDC	MCOSF											0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO											0.00	0.00								
	Telephone Number/Trunk Group Establishment Charges																								
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX										0.00	0.00	0.00								
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY										0.00	0.00	0.00								
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ										0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4										0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5										0.00	0.00	0.00								
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6										0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV										0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for DDITS																								
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1										54.90	105.52	98.46								
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA										13.51	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2										0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB										13.51	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3										0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC										13.51	0.00	0.00								
	Central Office Terminating Point			UEPDC	CTG										0.00										
	DS1 Wholesale Local Platform Service - 4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																								
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																								
	A system can have various rate combinations based on type and number of ports used																								
	DS1 Loop																								
	4-Wire DS1 Loop - Zone 1		1	UEPMG	USLDC										168.00	0.00	0.00								
	4-Wire DS1 Loop - Zone 2		2	UEPMG	USLDC										175.00	0.00	0.00								
	4-Wire DS1 Loop - Zone 3		3	UEPMG	USLDC										180.00	0.00	0.00								
	DSO Channelization Capacities (D4 Channel Bank Configurations)																								
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24										111.16	0.00	0.00								
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48										222.32	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96										444.64	0.00	0.00								
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM144										666.96	0.00	0.00								
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM192										889.28	0.00	0.00								
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM240										1,111.60	0.00	0.00								
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM288										1,333.92	0.00	0.00								
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM384										1,778.56	0.00	0.00								
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM480										2,223.20	0.00	0.00								
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM576										2,667.84	0.00	0.00								
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM672										3,112.48	0.00	0.00								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																								
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																								
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																								

SERVICES - Kentucky										Att: 1 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	NRC - Conversion (Currently Combined) with or without AT&T Allowed Changes			UEPMG	USAC4	0.00	350.00	20.00							
System Additions Where Platform Currently Exists and New Installations															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	850.00	485.00							
Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.001	730.00S							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.001	730.00S							
Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	11.49	0.00	0.00							
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	11.49	0.00	0.00							
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	11.49	0.00	0.00							
	2-Wire Trunk Side Channelized DID Trunk Port			UEPPX	UEPDM	28.63	0.00	0.00							
	Exchange Ports, 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN)			UEPPX	UEPCY	11.49	0.00	0.00							
	Exchange Ports, 2-Wire Channelized - Combination (AL, KY, LA, MS, & TN)			UEPPX	UEPCT	11.49	0.00	0.00							
	Exchange Ports, 2-Wire Channelized - Outdial - Kentucky Only - Calling Plan			UEPPX	UEPCV	11.49	0.00	0.00							
	Exchange Ports, 2-Wire Channelized - Two Way - Kentucky Only - Calling Plan			UEPPX	UEPCW	11.49	0.00	0.00							
Feature Activations - Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.64	61.66	18.58							
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.64	536.11	127.75							
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00							
CENTRAL OFFICE SYNC TEST (COST)															
Note: COST rates are applicable for Central Office Line Sharing & Line Splitting in a maintenance mode only. Not applicable for Remote Site Line Sharing & Line Splitting															
	Central Office Sync Test (COST) - Per 15 Minute Increments - Basic						25.00								
	Central Office Sync Test (COST) - Per 15 Minute Increments - Overtime						30.00								
	Central Office Sync Test (COST) - Per 15 Minute Increments - Premium						40.00								
LOOP SPLITTING FRAME CONNECTION SERVICE															
WHOLESALE SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)															
	Selective Routing Per Unique Line Class Code Per Request Per Switch						228.75	228.75	38.11	38.11					
DS0 Wholesale Local Platform Service With E911 Call Locator Capability															
The following conditions apply to DS0 Wholesale Local Platform Service With E911 Call Locator Capability.															
> End Office and Tandem Switching Usage and Wholesale Common Transport Usage rates in the Port section of this rate exhibit shall apply to the Wholesale Local Platform Service With E911 Call Locator Capability.															

SERVICES - Kentucky										Att: 1 Exh: A												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
> For New Installation scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																						
DS0 Wholesale Local Platform Service (BUS - PBX) With DID and E911 Call Locator Capability																						
DS0 Loop Rates																						
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRW	UEPLX	9.64																
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRW	UEPLX	14.37																
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRW	UEPLX	30.59																
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 1		1	UEPRW	UECD1	12.67																
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 2		2	UEPRW	UECD1	17.45																
	2-Wire Analog Voice Grade Loop - (SL2) - Zone 3		3	UEPRW	UECD1	33.22																
2-Wire Voice Grade Line Port Rates (BUS - PBX)																						
	Line Side Combination 2-Way PBX Trunk Port - Bus			UEPRW	UEPPC	11.15	61.66	18.58														
	Line Side Outward PBX Trunk Port - Bus			UEPRW	UEPPO	11.15	61.66	18.58														
	Line Side Incoming PBX Trunk Port - Bus			UEPRW	UEPP1	11.15	61.66	18.58														
	2-Wire Voice PBX LD Terminal Ports			UEPRW	UEPLD	11.15	61.66	18.58														
	2-Wire Voice 2-Way Combination PBX Usage Port			UEPRW	UEPXA	11.15	61.66	18.58														
	2-Wire Voice PBX Toll Terminal Hotel Ports			UEPRW	UEPXB	11.15	61.66	18.58														
	2-Wire Voice PBX LD DDD Terminals Port			UEPRW	UEPXC	11.15	61.66	18.58														
	2-Wire Voice PBX LD Terminal Switchboard Port			UEPRW	UEPXD	11.15	61.66	18.58														
	2-Wire Voice PBX LD Terminal Switchboard IDD Capable Port			UEPRW	UEPXE	11.15	61.66	18.58														
	2-Wire Voice 2-Way PBX Kentucky Room Area Calling Port without LUD			UEPRW	UEPXF	11.15	61.66	18.58														
	2-Wire Voice PBX Kentucky LUD Area Calling Port			UEPRW	UEPXF	11.15	61.66	18.58														
	2-Wire Voice PBX Kentucky Premium Calling Port			UEPRW	UEPXH	11.15	61.66	18.58														
	2-Wire Voice 2-Way Kentucky Area Calling Port without LUD			UEPRW	UEPXJ	11.15	61.66	18.58														
	2-Wire Voice OutDial Kentucky NAR Area Calling Port			UEPRW	UEPOK	11.15	61.66	18.58														
Port Rate -DID																						
	Exchange Ports - 2-Wire DID Port			UEPRW	UEPD1	28.63	536.11	127.75														
E911 CALL LOCATOR CAPABILITY																						
	Miscellaneous Rate Element, E911 Call Locator Capability - Initial Profile Establishment, Per CLEC End-User			UEPRW	URE9A	0.00	1,807.00															
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPRW	URE9B	0.00	175.49															
Telephone Number/Trunk Group Establishment Charges For DID Numbers with E911 Call Locator Capability																						
	DID Trunk Termination (One Per Port)			UEPRW	NDT	0.00	0.00	0.00														
	Additional DID Numbers for each Group of 20 DID Numbers			UEPRW	ND4	1.328	0.00	0.00														
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPRW	ND5	0.0664	0.00	0.00														
	Reserve Non-Consecutive DID numbers			UEPRW	ND6	0.00	0.00	0.00														
	Reserve DID Numbers			UEPRW	NDV	0.00	0.00	0.00														
FEATURES																						
	All Features Offered			UEPRW	UEPVF	0.00	0.00	0.00														
NONRECURRING CHARGES - CURRENTLY COMBINED																						
	2-Wire Voice Grade Loop/ Line Port Platform - Switch-As-Is			UEPRW	USAC2		10.00	10.00														
	2-Wire Voice Grade Loop/ Line Port Platform - Switch with Change			UEPRW	USACC		10.00	10.00														
ADDITIONAL NRCs																						
	2-Wire Voice Grade Loop/ Line Port Platform - Subsequent			UEPRW	USAS2		0.00	0.00														
	2 Wire Loop/Line Side Port Platform - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00														
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86														
	Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRW	URETL		8.33	0.83														
OFF/ON PREMISES EXTENSION CHANNELS																						
	Local Channel Voice grade, per termination		1	UEPRW	P2JHX	12.67	134.89	81.87														
	Local Channel Voice grade, per termination		2	UEPRW	P2JHX	17.45	134.89	81.87														
	Local Channel Voice grade, per termination		3	UEPRW	P2JHX	33.22	134.89	81.87														
	Non-Wire Direct Serve Channel Voice Grade		1	UEPRW	SDD2X	12.68	170.06	78.10														
	Non-Wire Direct Serve Channel Voice Grade		2	UEPRW	SDD2X	18.12	170.06	78.10														
	Non-Wire Direct Serve Channel Voice Grade		3	UEPRW	SDD2X	29.64	170.06	78.10														

SERVICES - Kentucky										Att: 1 Exh: A													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
INTEROFFICE TRANSPORT																							
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRW	U1TV2	23.95							98.09	53.67									
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRW	U1TVM	0.0095							0.00	0.00									
DS1 Wholesale Local Platform Service With E911 Call Locator Capability																							
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																							
DS1 Loop Rates																							
	4-Wire DS1 Digital Loop - Zone 1		1	UEPPN	USL4P	168.00																	
	4-Wire DS1 Digital Loop - Zone 2		2	UEPPN	USL4P	175.00																	
	4-Wire DS1 Digital Loop - Zone 3		3	UEPPN	USL4P	180.00																	
DS1 Port Rate																							
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPN	UEPPN	419.00							1,200.00	1,000.00									
E911 CALL LOCATOR CAPABILITY																							
	Miscellaneous Rate Element, E911 Call Locator Capability - Initial Profile Establishment, Per CLEC End-User			UEPPN	URE9A	0.00							1,807.00										
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPPN	URE9B	0.00							175.49										
NONRECURRING CHARGES - Existing Platform																							
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port - Conversion - Switch-As-Is			UEPPN	USACP								500.00	500.00									
ADDITIONAL NRCs and E911 Call Locator Capability Telephone Number Recurring Charges																							
	4-Wire DS1 Loop/4-W ISDN Digitl Trk Port - Subsqct Actvy-Inward/two way Tel Nos. (except NC)			UEPPN	PR7TF	0.0664							0.54										
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPN	PR7TO	0.0664							12.71	12.71									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPN	PR7ZT	0.0664							25.41	25.41									
INTERFACE (Provisioning Only)																							
	Voice/Data			UEPPN	PR71V	0.00							0.00	0.00									
	Digital Data			UEPPN	PR71D	0.00							0.00	0.00									
	Inward Data			UEPPN	PR71E	0.00							0.00	0.00									
New or Additional "B" Channel																							
	New or Additional - Voice/Data B Channel			UEPPN	PR7BV	0.00							15.48										
	New or Additional - Digital Data B Channel			UEPPN	PR7BF	0.00							15.48										
	New or Additional Inward Data B Channel			UEPPN	PR7BD	0.00							15.48										
	New or Additional Usage Sensitive Voice Data B Channel			UEPPN	PR7BS	0.00																	
	New or Additional Usage Sensitive Digital Data B Channel			UEPPN	PR7BU	0.00																	
CALL TYPES																							
	Inward			UEPPN	PR7C1	0.00							0.00	0.00									
	Outward			UEPPN	PR7CO	0.00							0.00	0.00									
	Two-way			UEPPN	PR7CC	0.00							0.00	0.00									
Interoffice Channel Mileage																							
	Fixed Each Including First Mile			UEPPN	1LN1A	54.90							105.52	98.46									
	Each Airline-Fractional Additional Mile			UEPPN	1LN1B	13.51																	
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																							
DS1 Loop Rates																							
	4-Wire DS1 Digital Loop - Zone 1		1	UEPDC	USLDC	168.00																	
	4-Wire DS1 Digital Loop - Zone 2		2	UEPDC	USLDC	175.00																	
	4-Wire DS1 Digital Loop - Zone 3		3	UEPDC	USLDC	180.00																	
DS1 Port Rates																							
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	368.00							1,100.00	900.00									
NONRECURRING CHARGES - Existing Platform																							
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4								500.00	500.00									
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA								500.00	500.00									
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB								500.00	500.00									

SERVICES - Kentucky										Att: 1 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring								Nonrecurring Disconnect	
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,333.92	0.00	0.00								
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,778.56	0.00	0.00								
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,223.20	0.00	0.00								
	576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	2,667.84	0.00	0.00								
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,112.48	0.00	0.00								
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without AT&T Allowed Changes			UEPMG	USAC4	0.00	350.00	20.00								
System Additions Where Platform Currently Exists and New Installations																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	850.00	485.00								
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.001	730.00S								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.001	730.00S								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPRW	UEPCX	11.49	0.00	0.00								
	Line Side Outward Channelized PBX Trunk Port - Business			UEPRW	UEPOX	11.49	0.00	0.00								
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPRW	UEP1X	11.49	0.00	0.00								
	2-Wire Trunk Side Channelized DID Trunk Port			UEPRW	UEPDM	28.63	0.00	0.00								
	Exchange Ports, 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN)			UEPRW	UEPCY	11.49	0.00	0.00								
	Exchange Ports, 2-Wire Channelized - Combination (AL, KY, LA, MS, & TN)			UEPRW	UEPCT	11.49	0.00	0.00								
	Exchange Ports, 2-Wire Channelized - Outdial - Kentucky Only - Calling Plan			UEPRW	UEPCV	11.49	0.00	0.00								
	Exchange Ports, 2-Wire Channelized - Two Way - Kentucky Only - Calling Plan			UEPRW	UEPCW	11.49	0.00	0.00								
Feature Activations - Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPRW	1PQWM	0.64	61.66	18.58								
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPRW	1PQWU	0.64	536.11	127.75								
E911 CALL LOCATOR CAPABILITY																
	Miscellaneous Rate Element, E911 Call Locator Capability - Initial Profile Establishment, Per CLEC End-User			UEPRW	URE9A	0.00	1,807.00									
	Miscellaneous Rate Element, E911 Call Locator Capability - Subsequent Profile Changes, Additions/Deletions			UEPRW	URE9B	0.00	175.49									
Telephone Number/Trunk Group Establishment Charges For DID Numbers with E911 Call Locator Capability																
	DID Trunk Termination (One Per Port)			UEPRW	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPRW	ND4	1.328	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPRW	ND5	0.0664	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPRW	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPRW	NDV	0.00	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPRW	UEPVF	0.00	0.00	0.00								
ODUF/ADUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.007037										

SERVICES - Kentucky											Att: 1 Exh: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)
													SOME C	SOMA N	SOMA N	SOMA N	SOMA N	SOMA N
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00017												
	OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message					0.0000190												
	ODUF: Message Processing, per message					0.004101												
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90												
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00014												
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS: Message Processing, per message					0.004												
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001												
	8XX ACCESS TEN DIGIT SCREENING																	
	Per 800 Call Utilizing AT&T SWA 8XX Toll Free Dialing Ten Digit Screening service with 800 Number Delivery per query					0.00421												
	Per 800 Call Utilizing AT&T SWA 8XX Toll Free Dialing Screening service with 800 Number Delivery for 800 Numbers with Optional Complex Feature, i.e., Call handling and Destination Features per query					0.004296	8.78	1.18	7.08	0.86								
	Per 800 Call Utilizing AT&T SWA 8XX Toll Free Dialing Ten Digit Screening service with POTS Number Delivery per query					0.00383												
	Per 800 Call Utilizing AT&T SWA 8XX Toll Free Dialing Ten Digit Screening service with POTS Number delivery for 800 Numbers with Optional Complex Feature,i.e., Call Handling and Destination Features per query					0.00431												

Attachment 2

Pre-Ordering, Ordering, Provisioning and Maintenance and Repair

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Guides, Business Rules and Specifications..... Exhibit A

PRE-ORDERING, ORDERING, PROVISIONING AND MAINTENANCE AND REPAIR

1. Guidelines

- 1.1 The guidelines for pre-ordering, ordering, provisioning and maintenance and repair are set forth in Exhibit A attached hereto.
- 1.2 AT&T shall provide CUSTOMER pre-ordering, ordering, provisioning and maintenance and repair capabilities through manual and electronic interfaces as described in this Attachment (Interfaces). It is the sole responsibility of CUSTOMER to obtain the technical capability to access and utilize AT&T's Interfaces as they may be modified from time to time. CUSTOMER's use of AT&T's Interfaces shall be in accordance with the applicable guides, business rules and specifications set forth in Exhibit A.
- 1.3 Notwithstanding anything to the contrary in any guides, business rules or other specifications, listed or referenced in Exhibit A, CUSTOMER shall have no right to submit requests, vote on issues, or otherwise participate in AT&T's Change Control Process with respect to the Services hereunder.
- 1.4 CUSTOMER agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at AT&T's Wholesale – Southeast Region Web site.

2. Pre-Ordering

- 2.1 The Interfaces provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information and customer service record (CSR) information.
 - 2.1.1 Loop make-up information is not necessary for the Services offered pursuant to this Agreement and, although the function may be available as a pre-ordering function of the Interfaces, CUSTOMER is not authorized to receive loop make-up information pursuant to this Agreement. CUSTOMER shall not request loop make-up information for Services under this Agreement and shall indemnify AT&T against any claims, loss, damage or other expenses arising as a result of CUSTOMER requesting loop make-up.
 - 2.2 CUSTOMER shall provide to AT&T access to the same type of CSR information that AT&T makes available to CUSTOMER, including circuit numbers associated with each telephone number where applicable. CUSTOMER shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, CUSTOMER shall provide to AT&T paper copies of CSR information, via email, to an address designated by AT&T, unless otherwise agreed to by AT&T including circuit numbers associated with each telephone number where applicable. If AT&T requests the information before noon, the CSR information shall be provided the same day. If AT&T requests the information after noon, the CSR information shall be provided by noon the following day.

- 2.3 CUSTOMER agrees not to view, copy, or otherwise obtain access to the CSR information of any End User without that End User's permission. CUSTOMER will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the Service is provided. AT&T reserves the right to monitor CUSTOMER's access to CSR information. If AT&T determines that CUSTOMER is accessing CSR information without having obtained the proper End User authorization, AT&T upon reasonable notice to CUSTOMER may take corrective action, including but not limited to suspending or terminating CUSTOMER's access to AT&T's Interfaces.

3. Ordering

- 3.1 CUSTOMER shall place orders for Services by submitting a complete and correct (Valid) LSR to AT&T. AT&T shall bill CUSTOMER an electronic service order charge as specified in Exhibit A of Attachment 1 for each LSR submitted by means of an electronic interface. AT&T shall bill CUSTOMER a manual service order charge as specified in Exhibit A of Attachment 1 for each LSR submitted by means other than the electronic interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 3.2 CUSTOMER may submit an LSR to request that an End User's service be temporarily suspended or denied, or restored. Alternatively, CUSTOMER may submit a list of such End Users if CUSTOMER provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.
- 3.3 AT&T will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 3.4 Notwithstanding the foregoing, AT&T will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 3.5 Pending Orders and LSRs. To the extent that CUSTOMER submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to CUSTOMER for clarification. CUSTOMER shall respond to the request for clarification within thirty (30) days by submitting a supplement LSR. If CUSTOMER does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and CUSTOMER shall be required to submit a new LSR, with a new PON.

4. Provisioning

- 4.1 AT&T shall provision Services during its regular working hours. To the extent CUSTOMER requests provisioning of Service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or Project Manager to work outside of regular working hours, the overtime charges set forth in AT&T's State Access (E) Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by an AT&T technician or Project Manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of CUSTOMER, AT&T will not assess overtime charges. To the extent CUSTOMER requests project management for provisioning of

Services under this Agreement, additional charges may apply and shall be negotiated by the Parties.

- 4.2 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to provision the Service due to the incorrect/incomplete information provided. AT&T will assess applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 4.3 Cancellation Charges. If CUSTOMER cancels an LSR subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's Wholesale – Southeast Region Web site. In addition, AT&T reserves the right to issue cancellation charges if CUSTOMER fails to respond within 9 business days to a Missed Appointment order notification.
- 4.4 Service Date Advancement Charges (Expedites). Service Date Advancement charges will apply where CUSTOMER requests that Services be provisioned prior to the due date provided by AT&T, and where AT&T agrees to an expedited provisioning time frame. The charges are as outlined in Exhibit A of Attachment 1.
- 4.5 Order Modification Charges. If CUSTOMER modifies an order (Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD)) after being sent a Firm Order Confirmation (FOC) from AT&T, any costs incurred by AT&T to accommodate the modification will be paid by CUSTOMER in accordance with applicable rates set forth in Exhibit A of Attachment 1.
- 5. Maintenance and Repair**
- 5.1 AT&T will make Interfaces available to CUSTOMER for the purpose of reporting and monitoring service troubles. CUSTOMER's use of AT&T's maintenance and repair Interfaces shall be in accordance with the applicable guides, business rules and specifications for maintenance and repair as set forth in Exhibit A.
- 5.2 Once CUSTOMER has isolated a trouble on a Wholesale Local Platform Service to the AT&T provided network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the network when the trouble is found. AT&T will repair its network facilities to its Wholesale customers in the same time frames that AT&T repairs similar services to its own End Users.
- 5.3 If CUSTOMER reports a trouble on a Wholesale Local Platform Service and no trouble is found in AT&T's network, AT&T will charge CUSTOMER a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Service's working status. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.
- 5.4 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to repair the

Service due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

6. Miscellaneous

- 6.1 Single Point of Contact. CUSTOMER will be the single point of contact with AT&T for ordering activity pursuant to this Agreement, except that AT&T may accept a request directly from another CLEC, or from AT&T, acting with authorization of the affected End User, to disconnect the Services provided hereunder in order to permit the End User to change service providers, as described in Section 6.3 below. CUSTOMER shall execute a blanket letter of authorization with respect to CUSTOMER's ordering activity so that prior proof of End User authorization will not be necessary with every LSR (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of End User authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.
- 6.2 CUSTOMER shall not prevent or delay an End User from changing to another carrier because of unpaid bills, denied service, or contract terms.
- 6.3 Use of Facilities. Pursuant to a request from an End User of CUSTOMER, or from another LEC, including AT&T, on behalf of such End User, AT&T shall have the right to disconnect the Services being used by CUSTOMER to provide Service to that End User and reuse those facilities to enable such other LEC to provide service to that End User. In addition, AT&T may disconnect and reuse facilities when the Service to the End User has been withheld or denied by CUSTOMER, or by AT&T in accordance with the terms of this Agreement, and AT&T has received a request from an End User or another LEC to establish new or additional service at, or to transfer service to, the same address served by that facility. AT&T will notify CUSTOMER that such a request has been processed after the order disconnecting CUSTOMER's Service to that End User has been completed.
- 6.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of Services.
- 6.5 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., where AT&T changes the End User Preferred Interexchange Carrier (PIC) and/or End User LPIC via Customer Account Record Exchange (CARE)), AT&T will provide the affected IXCs with the OCN of CUSTOMER for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 6.6 PIC and LPIC Charges. When CUSTOMER's End User that is served utilizing Wholesale Local Platform Services or Wholesale Switch Port Services, changes its PIC and/or LPIC, and per AT&T's FCC or state tariff, the IXC elects to charge the End User the PIC and/or LPIC change charge, AT&T will bill the PIC and/or LPIC change charge to CUSTOMER, which has the billing relationship with that End User, and CUSTOMER may pass such charge to the End User.

7. Rates

Unless otherwise specified herein, charges for the use of AT&T's Interfaces, and other charges applicable to preordering, ordering, provisioning and maintenance and repair, shall be as set forth in Exhibit A of Attachment 1. In the event CUSTOMER modifies the rates or rate structure for use of AT&T's manual or electronic interfaces in any other agreement with AT&T, then upon AT&T's request, CUSTOMER shall amend this Agreement to reflect the same rates or rate structure. In the state of Tennessee, manual service order charges shall apply on a per element, nonrecurring basis as identified in Exhibit A of Attachment 1 in lieu of the per LSR manual service order charge.

Guides, Business Rules and Specifications

The applicable guides, business rules and specifications are set forth on the AT&T Wholesale – Southeast Region Web site and include, but are not limited to, the following:

AT&T Local Ordering Handbook (LOH)
CLEC Billing Guide
CLEC Service Order Tracking System (CSOTS) User Guide
CLEC Trouble Analysis Facilitation Interface (TAFI) User Guide
CLEC Universal Service Order Code (USOC) Manual
Electronic Communications Trouble Administration (ECTA) Start-Up Guide
Electronic Data Interchange (EDI) Specifications Guide
Local Exchange Navigation System (LENS) User Guide
Operational Understanding
OSS Interconnection Volume Guidelines
Telecommunications Access Gateway (TAG) User Guide

Attachment 3

Billing

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BILLING

1 Payment and Billing Arrangements

- 1.1 The terms and conditions set forth in this Attachment shall apply to all Services ordered and provisioned pursuant to this Agreement.
- 1.2 Billing. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any CUSTOMER dispute or withholding of payment.
- 1.2.1 Subject to Section 4 of General Terms and Conditions AT&T will render bills each month on established bill days for each of CUSTOMER's accounts. If CUSTOMER requests multiple billing media or additional copies of the bills, AT&T will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3.
- 1.2.2 AT&T will bill CUSTOMER in advance for all Services to be provided during the ensuing billing period except charges associated with Service usage and nonrecurring charges, which will be billed in arrears.
- 1.2.3 AT&T will not perform billing and collection services for CUSTOMER as a result of the execution of this Agreement.
- 1.3 Establishing Accounts. Unless AT&T elects otherwise, AT&T will bill for Services using wholesale billing accounts established by AT&T pursuant to a separate agreement between the Parties. If AT&T elects to establish a new account under this Agreement for billing Services, or if CUSTOMER does not have an appropriate wholesale billing account established under a separate agreement with AT&T, such account shall be established under this Agreement as follows.
- 1.3.1 After submitting a credit profile and deposit, if required, and after receiving certification as a LEC from the appropriate Commission, CUSTOMER will provide the appropriate AT&T Local Service Specialist responsible for new CLEC activation, the necessary documentation to enable AT&T to establish accounts for the Services described in this Agreement. Such documentation shall include an application for the establishment of accounts, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the National Exchange Carriers Association (NECA), CIC, Access Customer Name and Abbreviation (ACNA), AT&T's blanket form Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, CUSTOMER may not order Services under a new account established in accordance with this Section 1.3.1 until thirty (30) days after all information specified in this Section 1.3.1 is received from CUSTOMER.
- 1.3.2 ACNAs. CUSTOMER shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to

this Agreement. Such ACNA will be used by CUSTOMER to order services pursuant to this Agreement and will not be shared by CUSTOMER with another entity.

- 1.3.3 Company Identifiers. If CUSTOMER needs to change, add to, eliminate or convert its OCN(s), ACNAs, and other identifying codes (collectively "Company Identifiers") under which it operates when CUSTOMER has already been conducting business utilizing those Company Identifiers, CUSTOMER shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of CUSTOMER's End User records and any other changes to AT&T systems or CUSTOMER records, and will be handled in a separately negotiated agreement or as otherwise required by AT&T.
- 1.3.4 Tax Exemption. It is the responsibility of CUSTOMER to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual CUSTOMER entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to CUSTOMER will not include those taxes or fees from which CUSTOMER is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and CUSTOMER shall pay all applicable taxes and fees. In the event that CUSTOMER believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to CUSTOMER its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from CUSTOMER and at CUSTOMER's sole expense, pursue such refund claim on behalf of CUSTOMER, provided that CUSTOMER promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim, and provided further that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to CUSTOMER or to deduct any such outstanding costs and expenses from any amounts owed by AT&T to CUSTOMER if no refund is obtained. CUSTOMER shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the Services provided by CUSTOMER to its End Users.
- 1.4 Deposit Policy. Prior to the inauguration of Service or, thereafter, upon AT&T's request, CUSTOMER shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding CUSTOMER's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding CUSTOMER's credit and financial condition, AT&T reserves the right to require CUSTOMER to provide AT&T with a suitable form of security deposit for CUSTOMER's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or CUSTOMER's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CUSTOMER's "accounts receivables and proceeds".
- 1.4.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by CUSTOMER and accepted by AT&T. Any such security deposit shall in no way release CUSTOMER from its

obligation to make complete and timely payments of its bill(s). If AT&T requires CUSTOMER to provide a security deposit, CUSTOMER shall provide such security deposit prior to the inauguration of Service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to CUSTOMER via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall, accrue and be applied or refunded in accordance with the terms in AT&T's GSST.

- 1.4.2 Security deposits collected under this Section 1.4 shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if CUSTOMER has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either CUSTOMER or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, CUSTOMER and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.4.3 In the event CUSTOMER fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CUSTOMER may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.6 below. Upon Termination of Services, AT&T shall apply any security deposit to CUSTOMER's final bill for its account(s). If no bill is rendered to CUSTOMER, AT&T shall, nevertheless, apply any security deposit to CUSTOMER's outstanding balance.
- 1.4.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by CUSTOMER as security under this Agreement, CUSTOMER shall renew such letter of credit or provide AT&T with evidence that CUSTOMER has obtained a suitable replacement for the letter of credit. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for CUSTOMER account(s). If CUSTOMER provides a security deposit or additional security deposit in the form of a surety bond as required herein, CUSTOMER shall renew the surety bond or provide AT&T with evidence that CUSTOMER has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). If the credit rating of any bonding company that has provided CUSTOMER with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to CUSTOMER that CUSTOMER must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If CUSTOMER fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for CUSTOMER's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by CUSTOMER as security hereunder if CUSTOMER defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required

herein and apply the cash proceeds to any outstanding balance on CUSTOMER's accounts and utilize any remaining cash proceeds as security for CUSTOMER's account(s).

- 1.5 Payment Responsibility. Payment of all charges will be the responsibility of CUSTOMER. CUSTOMER shall pay invoices utilizing wire transfer services or automatic clearing house services. CUSTOMER shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between CUSTOMER and CUSTOMER's End User.
- 1.5.1 Payment Due. Payment for Services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to CUSTOMER's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.5.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.5.1.2, below, shall apply.
- 1.5.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth preceding, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, CUSTOMER may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.
- 1.6 Discontinuing Service to CUSTOMER. The procedures for discontinuing Service to CUSTOMER are as follows:
- 1.6.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.6.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new Service or changes to existing Services may not be accepted.

- 1.6.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of Service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's End Users.
- 1.6.1.3 Terminate/Termination is the disconnection of Service by the billing Party to the billed Party.
- 1.6.1.4 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by CUSTOMER of the rules and regulations of AT&T's tariffs.
- 1.6.2 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to CUSTOMER that Services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.5.1 above or in the case of a security deposit request, in the manner set forth in Section 1.4.1 above: (1) within seven (7) days following such notice for CABS billed Services; (2) within fifteen (15) days following such notice for CRIS and IBS billed Services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.6.2.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed Services.
- 1.6.2.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such Services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed Services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.6.2.3 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing Services to CUSTOMER if payment of such amounts and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.5.1 above or in the case of a security deposit in accordance with Section 1.4.1 within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing Services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5 above.
- 1.6.3 AT&T may take the action to Discontinue the provision of existing Service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) CUSTOMER has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

- (1) AT&T has sent the subject bill(s) to CUSTOMER within (7) business days of the bill date(s), verifiable by records maintained by AT&T:
 - i. in paper or CDROM form via the United States Postal Service (USPS), or
 - ii. in magnetic tape form via overnight delivery, or
 - iii. via electronic transmission; or
- (2) AT&T has sent the subject bill(s) to CUSTOMER, using one of the media described in (1) above, more than thirty (30) days before notice to discontinue service has been rendered.

- 1.6.4 In the case of Discontinuance of Services, all billed charges, as well as applicable disconnect, interest and late payment charges, shall become due.
- 1.6.5 CUSTOMER is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after CUSTOMER's Services have been Discontinued, CUSTOMER pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish Service for CUSTOMER.
- 1.6.6 Termination. If within seven (7) days after CUSTOMER's Service has been Discontinued and CUSTOMER has failed to pay all past due charges as described above, then CUSTOMER's Service will be Terminated.
- 1.7 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from CUSTOMER, shall be forwarded to the individual and/or address provided by CUSTOMER in establishment of its billing account(s) with AT&T, or to the individual and/or address subsequently provided by CUSTOMER as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from CUSTOMER to AT&T's billing organization, the notice of discontinuance of services purchased by CUSTOMER under this Agreement provided for in Section 1.6.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of General Terms and Conditions.

2. Billing Disputes

- 2.1 CUSTOMER shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if CUSTOMER is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by CUSTOMER by such sixtieth (60th) day, CUSTOMER must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on the AT&T Wholesale – Southeast Region Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute, shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2

For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. CUSTOMER agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by CUSTOMER and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by CUSTOMER for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of CUSTOMER, any credits and interest due to CUSTOMER as a result thereof shall be applied to CUSTOMER's account by AT&T upon resolution of the billing dispute.

**AMENDMENT
TO THE
COMMERCIAL AGREEMENT - WHOLESALE LOCAL PLATFORM
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a
AT&T KENTUCKY
AND
NEW TALK, INC.**

This Amendment (the "Amendment") amends the Commercial Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T") and New Talk, Inc. ("New Talk" also referred to as "CUSTOMER"). AT&T and CUSTOMER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CUSTOMER are Parties to a certain Commercial Agreement – Wholesale Local Platform™ having an effective date of November 23, 2008, as may have been amended, pursuant to which AT&T provides Wholesale Local Platform™ ("WLP Agreement"); and

WHEREAS, AT&T and CUSTOMER have agreed to amend the WLP Agreement as set forth herein.

WHEREAS, both Parties are willing to agree to this Amendment only on the basis that the entirety of this Amendment being an indivisible whole.

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

1.0 Changes to the Commercial Agreement

1.1 The Parties agree to delete the Term of the Agreement language in Section 3 of the General Terms & Conditions in its entirety and replace it with the Term of the Agreement language below:

3.1 Except as otherwise provided herein, the term of this Agreement (the "Term") shall commence upon the Effective Date of this Agreement and shall expire on June 30, 2009 (the "Expiration Date"). This Agreement shall automatically terminate on the first day following the Expiration Date, unless both Parties otherwise agree to extend the terms in writing via an amendment to this Agreement. Otherwise, upon the Expiration Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 25, *provided, however*, that this Agreement shall remain in effect after the Expiration Date, (June 30, 2009), until all services have been transitioned or disconnected as set forth in Section 3.7 below.

3.2 In the event that CUSTOMER should wish to pursue a successor Agreement with AT&T to have in place upon the Expiration Date of this Agreement, CUSTOMER must provide AT&T with a written request to negotiate no later than sixty (60) days prior to the Expiration Date of this Agreement.

Upon AT&T's receipt of CUSTOMER's request to negotiate, the Parties shall commence good faith negotiations for a successor Agreement for the services and/or products provided under this Agreement that AT&T continues to offer. For avoidance of doubt, nothing in this Agreement obligates AT&T after the Expiration Date to continue to offer or provide any services and/or product that were provided under this Agreement. If the Parties have not executed a new Agreement within sixty (60) days prior to the Expiration Date of this Agreement (i.e., June 30, 2009), negotiations for a new Agreement shall cease unless otherwise mutually agreed to by the Parties, and the Parties shall develop a transition plan pursuant to Section 3.7 below; provided however, that the failure to develop a transition plan shall not constitute a breach of this Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T may, at its discretion, disconnect all or any of the services at any time after June 30, 2009.

- 3.3 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Termination Date set forth in Section 3.1 above. In the event that services exist after the Expiration Date, (June 30, 2009), the rates and terms for such services (for the period from June 30, 2009 until such services are actually transitioned or disconnected) shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered by AT&T upon sixty (60) days Notice, which Notice shall not be provided before May 1, 2009. Subject to AT&T's right to disconnect set forth in Sections 3.6 and 3.7, in the event of termination of this Agreement pursuant to Section 3, the Parties shall cooperate in good faith to effect an orderly transition of CUSTOMER's End Users before services are terminated. If and when all services are disconnected hereunder pursuant to a transition plan, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 25, this Agreement will terminate.
- 3.4 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then all monies owed on all outstanding invoices shall become due, and in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.
- 3.5 To the extent CUSTOMER is in breach or default of its obligations under any other agreement or tariff to which AT&T and CUSTOMER are parties, such breach or default shall be deemed a breach or default under this Agreement, and AT&T may exercise any right of disconnection, suspension or termination of services, or any other rights upon default or breach as described in this Agreement, to the same extent such rights may be exercised for a default or breach under this Agreement.
- 3.6 In addition to as otherwise set forth in this Agreement, AT&T reserves the right to suspend or terminate Service in the event of prohibited, unlawful or improper use of AT&T facilities or service, or abuse of AT&T facilities.
- 3.7 Upon termination of this Agreement, the rates, terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that AT&T specifies for the completion of the transition, whichever is earlier, (the "Transition Period"). CUSTOMER shall not be entitled to place any orders for the

purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

2.0 Amendment Effective Date

2.1 This amendment is effective upon the date of the last signature.

3.0 Additional Terms and Conditions

3.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE WLP AGREEMENT SHALL REMAIN UNCHANGED.

3.2 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

3.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the WLP Agreement (including all of its accompanying Appendices, Schedules and Exhibits but ignoring this Amendment), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

3.4 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.


3.5 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

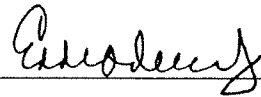
3.6 Except as specifically modified by this Agreement with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

3.7 AT&T will file a copy of the fully executed Amendment with the FCC under 47 U.S.C. § 211.

New Talk, Inc.

**BellSouth Telecommunications, Inc. d/b/a AT&T
Kentucky by AT&T Operations, Inc., its authorized
agent**

By: 
Name: Byron Young
Title: President + CEO
Date: 01/16/09

By: 
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 2-12-09

	Resale OCN	UNE OCN	Switch Based OCN
KENTUCKY	<u>469D</u>	_____	_____

ACNA _____