

FILE

The Public Utilities Commission of Ohio  
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

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In the Matter of the Application of AT&T Ohio )  
for the Review of an Agreement Pursuant To )  
Ohio Revised Code § 4905.48 and Ohio Administrative )  
Code § 4901:1-6-14(B)(1)(c). )

Case No. 07-748-TP-ATR

Name of Registrant(s) AT&T Ohio  
DBA(s) of Registrant(s) The Ohio Bell Telephone Company uses the name AT&T Ohio.  
Address of Registrant(s) 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215  
Company Web Address www.att.com  
Regulatory Contact Person(s) Jon F. Kelly  
Regulatory Contact Person's Email Address jk2961@att.com  
Contact Person for Annual Report Mike Schaedler  
Consumer Contact Information Kathy Gentile-Klein  
Date June 26, 2007

Phone (614) 223-7928 Fax: (614) 223-5955

Phone (216) 822-8307

Phone (216) 822-2395

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services  
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.  
☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
**NOTE:** see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier  
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)  
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)  
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and approved by OCC for Tier 1 residential services (0-day filing, 10 copies)  
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)  
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)  
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)  
☐ vi. Grandfather service (30-day approval, 10 copies)  
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)  
☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below  
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)  
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☒ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service  
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application  
☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)  
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
**NOTE:** Notifications do not require or imply Commission Approval.  
☐ a. New End User Service (0-day notice, 10 copies)  
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)  
☐ c. Withdrawal of service (0-day notice, 10 copies)

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician [Signature] Date Processed 6-26-07

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service  
☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.  
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)  
 CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial Statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC exchanges for both serving area and local calling areas:</b> • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.  <b>If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s):</b> • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax  
☒ Minimum Telephone Service Standards (MTSS)  
☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ 1+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]  
☐ Emergency Services Calling Plan [Required if toll service provided]  
☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]  
☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]  
☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]  
☐ Service Connection Assistance (SCA) [Required for all LECs]  
☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]  
☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Kathy Gentile-Klein, Manager-Customer Complaints, 216/822-2395, 45 Erieview Plaza, Cleveland, Ohio 44114

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Robert J. Wentz, Manager, 614/223-7950, Susan Drombetta, State Regulatory Advocate, 614/223-8184, Jon F. Kelly, Counsel, 614/223-7928, or Mary Ryan Fenlon, Counsel, 614/223-3302, AT&T Ohio, 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

**NOTE:** An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions d/b/a AT&T Advanced Solutions, Inc., Cert. No. 90-5181, AT&T Communications of Ohio, Inc., Cert. No. 90-9000, Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304, McLang Cellular, LLC d/b/a Cingular, Cert. No. 90-5332, New Cingular Wireless PCS, LLC d/b/a Cingular, Cert. No. 90-5352, SBC Long Distance, LLC, d/b/a AT&T Long Distance, Cert. No. 90-6150, TCG Ohio, Inc., Cert. No. 90-9010, Wheeling Cellular Telephone Company d/b/a Cingular, Cert. No. 90-5320, BellSouth Long Distance, Inc., Cert. No. 90-5734.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement

(Name of Company)

on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_

(Date)

(Location)

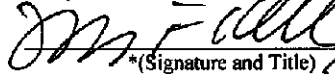
\_\_\_\_\_  
\*(Signature and Title)

\_\_\_\_\_  
(Date)

***\* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

**VERIFICATION**

I, Jon F. Kelly verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



Counsel

June 26, 2007

\_\_\_\_\_  
\*(Signature and Title)

\_\_\_\_\_  
(Date)

***\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)**  
**180 East Broad Street, Columbus, OH 43215-3793**

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application For Approval Of )  
An Agreement Between AT&T Ohio and )  
Windstream Ohio, Inc. and Windstream Western )  
Reserve, Inc. Pursuant To Ohio Revised Code )  
§ 4905.48 and Ohio Administrative Code )  
§ 4901:1-6-14(B)(1)(c) )

Case No. 07-748-TP-ATR

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APPLICATION FOR APPROVAL OF AN AGREEMENT

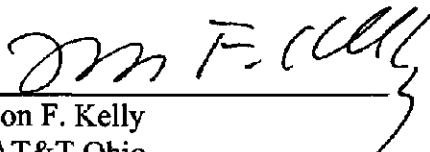
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AT&T Ohio<sup>1</sup> hereby files the attached agreement dated June 25, 2007 ("the Agreement") between itself and Windstream Ohio, Inc. and Windstream Western Reserve, Inc ("Windstream") for review and approval by the Commission pursuant to Ohio Revised Code § 4905.48 and Ohio Administrative Code § 4901:1-6-14(B)(1)(c). The Agreement includes terms and conditions for AT&T Ohio's providing operator services and directory assistance services to Windstream. The Agreement serves the public interest, convenience, and necessity. AT&T Ohio requests that the Commission approve the agreement on a 30-day automatic basis as provided for in Ohio Admin. Code § 4901:1-6-14(B)(2).

Respectfully submitted,

AT&T Ohio

By:

  
Jon F. Kelly  
AT&T Ohio  
150 E. Gay St., Rm. 4-A  
Columbus, OH 43215

(614) 223-7928

Its Attorney

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<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

**OPERATOR SERVICES/DIRECTORY  
ASSISTANCE  
STAND-ALONE AGREEMENT**

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## **OPERATOR SERVICES AND DIRECTORY ASSISTANCE STANDALONE AGREEMENT**

This Operator Services and Directory Assistance ("OS/DA") Standalone Agreement is entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T") and Windstream on behalf of Windstream Arkansas, Inc., Windstream Oklahoma, Inc., Windstream Missouri, Inc., Oklahoma Windstream, Inc., Texas Windstream, Inc., Windstream Sugarland, Inc., Valor Telecommunications of Texas, LP d/b/a Windstream Communications Southwest, Windstream Communications Kerrville, L.P., Windstream Kerrville Telecom, L.P., Windstream Ohio, Inc., Windstream Western Reserve, Inc., and Windstream Nebraska, Inc. (collectively "Windstream") in the states of Arkansas, Kansas, Missouri, Ohio, Oklahoma, and Texas and is effective upon both parties' signatures. AT&T and Windstream are collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the Parties are each Local Exchange Carriers certificated by the respective state public utility commission in the above-mentioned state(s); and

WHEREAS, this OS/DA Standalone Agreement is intended to be a commercial agreement, negotiated voluntarily and without regard to the requirements of Sections 251, 252 or 271 of the Federal Telecommunications Act, under which AT&T will provide wholesale OS/DA services on behalf of Windstream to Windstream's end users.

NOW, THEREFORE, the Parties agree as follows.

### **1. INTRODUCTION AND SCOPE**

- 1.1 This Agreement sets forth the rates, terms and conditions under which AT&T shall provide Operator Services (OS) and Directory Assistance (DA) Services on behalf of the Windstream to the Windstream's end users.
- 1.2 Windstream shall be the Retail OS/DA provider to its end users, and AT&T shall be the provider of OS/DA operations to Windstream. AT&T shall answer Windstream's end user OS/DA calls on Windstream's behalf, as follows:
  - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T shall provide the Operator Services described in Section 4 below.
  - 1.2.2 When the end user dials 411, 1-411, HNP+555-1212, or 1-555-1212 AT&T shall provide Directory Assistance as described in Section 5 below.
- 1.3 Windstream is free to charge its end users whatever OS/DA rates it wishes, and Windstream therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing end user inquiries about OS/DA rates, AT&T Operators shall quote Windstream retail OS/DA rates, as they are provided by Windstream (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T's OS/DA operators shall direct the calling party's inquiries to an Windstream-provided contact number (also see Section 6 below).
- 1.5 AT&T shall charge Windstream monthly, and Windstream agrees to pay monthly, the OS/DA rates included in the attached price schedule (see Exhibit A). The Parties agree that billing and payment details, including the assessment of late payment charges for undisputed unpaid balances, shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid or the highest rate permitted by law. Windstream shall be responsible for any costs of collection (including attorney's fees and costs) incurred by AT&T to collect unpaid amounts owed by Windstream to AT&T. AT&T will accumulate and provide to Windstream the data that will enable Windstream to bill its end users. Standard formatting will be used in the process of data exchange.
- 1.6 This Standalone OS/DA Agreement and its rates, terms and conditions shall apply for a fixed term of three (3) years from the effective date as defined above.



- 1.6.1 At the end of the fixed term set forth above, if neither Party has renewed, renegotiated, or served written notice of its intent to terminate this Standalone OS/DA Agreement, then the Parties agree that the Standalone OS/DA Agreement will continue on a month-to-month basis.
- 1.6.2 If this Agreement continues on a month-to-month basis, all terms and conditions herein apply as written, except that AT&T shall be free to increase the per call or per second OS/DA rates shown on Exhibit A upon 30 days advance written notice, so long as the monthly total dollar amount of the rate increases does not exceed a 10% increase in month-over-month wholesale OS/DA monthly recurring charges to Windstream. The Parties agree that the OS/DA Non-Recurring Charges (for loading call greeting/branding, rates and reference numbers) shall not be included in the 10% month-over-month increase.
- 1.6.3 If this Standalone OS/DA Agreement continues on a month-to-month basis, the Parties agree that no new physical direct trunk arrangements between Windstream's switches and AT&T's OS/DA platforms will be permitted unless both Parties mutually agree.
- 1.6.4 Either party may terminate this Agreement on one-hundred and eighty (180) days written notice.

## 2. GENERAL AT&T OBLIGATIONS FOR OS/ DA SERVICE

- 2.1 Dialing Parity. AT&T will provide OS/DA to Windstream's end users with no unreasonable dialing delays and at dialing parity with AT&T retail OS/DA services.
- 2.2 Usage Information
  - 2.2.1 Where Windstream has established direct trunks to an AT&T OS/DA Switch, AT&T will record Windstream's OS/DA usage. Call detail information in the usage file will be provided to the Windstream, in a mutually agreed upon standard format, that will enable the Windstream to bill its end users. Standard formatting will also be used in the data exchange process.
  - 2.2.2 At a minimum, the usage file shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.
  - 2.2.3 When Windstream is operating its own switch-based service, AT&T will transmit similar usage recorded by the AT&T OS/DA switch via a mutually agreed electronic interface for Windstream's switch.

## 3. TRUNKING REQUIREMENTS

To the extent that Windstream is serving its own switches and wishes to establish direct trunks to AT&T's OS/DA switches, then the Parties' physical trunking requirements are described in this section. All OS/DA trunking arrangements shall be subject to the mutual agreement of the Parties. Any unresolved differences in the OS/DA trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in Section 7.10 below.

- 3.1 The demarcation point for OS/DA traffic between the Parties' networks at a minimum must be within the LATA in which the Windstream's OS/DA traffic originates.
  - 3.1.1 Because Windstream's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Standalone OS/DA Agreement, Windstream's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of Windstream's switch.
  - 3.1.2 To the extent Windstream is serving via circuit-switched wireless technology, the physical location of the end user dialing "0" or "411" shall be deemed the end user's physical billing address, regardless of whether the end user may be roaming at the time of placing the OS/DA call.
- 3.2 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to:

- 3.2.1 The size and type of facilities needed to carry Windstream's switch-based OS/DA traffic.
- 3.2.2 Whether Windstream wishes to establish direct trunks for both OS and DA, or just OS, or just DA
- 3.2.3 Whether Windstream or Windstream's affiliate already has existing OS/DA facilities in place to the AT&T OS/DA platforms.
- 3.3 Windstream shall provide the necessary facilities to direct trunk traffic to AT&T's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. Windstream may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T's intrastate Special Access Tariff. Windstream will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.4 General OS/DA Trunking Requirements
- 3.4.1 Windstream will initiate a request to the AT&T Account Manager for all OS/DA trunk groups from its switch to the appropriate AT&T OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling.
- 3.4.2 Windstream will employ Exchange Access Operator Services Signaling (EOSS) from its switches to the AT&T OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
- 3.4.3 If EOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from Windstream to each AT&T OS/DA switch for each served NPA in the LATA.
- 3.5 Specific OS/DA Trunk Groups, and their Requirements
- 3.5.1 Operator Service (OS) Trunks: Windstream shall establish a one-way trunk group from Windstream's switch to the AT&T Operator Services switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. Windstream will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group.
- 3.5.2 Directory Assistance (DA)/ Directory Assistance Call Completion (DACC) Trunks: Windstream shall establish a one-way trunk group from Windstream's switch to the AT&T Directory Assistance switch serving DA end users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. If OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Windstream will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group.
- 3.5.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks: When Windstream wishes AT&T to perform Busy Line Verification or Emergency Interrupt for Windstream end users, AT&T will need a segregated one-way BLV trunk group with MF signaling from AT&T's Operator Services switch to Windstream's switch serving end users in that LATA. Windstream will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

#### 4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. AT&T will assess its Operator Services charges based upon whether the Windstream's end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning without live Operators), where a flat rate per call charge will apply. See the attached price schedule (Exhibit A) for the full set of OS recurring and nonrecurring rates.

- 4.2 **Operator Services Call Processing.** Whether manual or automated, AT&T will provide the following services on behalf of the Windstream when processing a 0-dialed call from an Windstream's end user's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 **General Operator Assistance** - The Windstream's end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls.
  - 4.2.2 **Calling Card** - The Windstream's end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
  - 4.2.3 **Collect** - The Windstream's end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
  - 4.2.4 **Third Number Billed** - The Windstream's end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
  - 4.2.5 **Busy Line Verification** - A service in which the Windstream's end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
  - 4.2.6 **Busy Line Interrupt** - A service in which the Windstream's end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

## 5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 **Directory Assistance Rate Structure.** AT&T charges local DA by one rate, and all other DA products by a separate rate, in both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached price schedule (Exhibit A) for the DA recurring and nonrecurring rates.
- 5.2 **Directory Assistance Call Processing.** Where technically feasible and/or available, AT&T will provide the following DA Services when a Windstream end user served dials 411, 1-411, HNPA+555-1212, or 1-555-1212 regardless of whether Operator Services are also requested from AT&T:
- 5.2.1 **Local Directory Assistance.** Consists of providing published name, address and telephone number to the dialing end user.
  - 5.2.2 **Directory Assistance Call Completion (DACC).** A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
  - 5.2.3 **National Directory Assistance (NDA).** A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
  - 5.2.4 **Reverse Directory Assistance (RDA).** A service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.
  - 5.2.5 **Business Category Search (BCS) (Where Available).** A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

## 6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore Windstream agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by Windstream's end user, and this greeting is mandatory, not optional, when AT&T is the OS/DA provider.

- 6.1.1 Windstream will provide announcement phrase information, via OSTQ, to AT&T in conformity with the format, length, and other requirements specified for all ILECs on the AT&T ILEC website <http://webdevsl5/indmktadmin/ILEC/index.cfm>. Windstream must brand with name it is doing business under and in conformance with any regulatory or legal requirements.
- 6.1.2 AT&T will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. Windstream may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If Windstream does not wish to brand the OS/DA calls, Windstream may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
  - 6.2.1 Windstream understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
  - 6.2.2 Windstream agrees that if it does not brand the call, Windstream shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
  - 6.2.3 AT&T will use its best efforts to make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by Windstream.
- 6.3 AT&T will be responsible for loading the Windstream-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T retail end users. Windstream will be responsible for paying the initial recording or silent announcement loading charges, as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above (See Exhibit A).
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a Windstream may choose to brand under a different name than its facility-based operations provided the Windstream is doing business under that brand, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are included in the attached price schedule (See Exhibit A).
- 6.5 Converting End Users from Prior Branded Service to Windstream or Silent-Branded Service.
  - 6.5.1 To the extent that Windstream has already established the Branding/Silent Announcement recording in AT&T OS/DA switches, then no Non-Recurring Charges apply to the conversion of end users from prior OS/DA wholesale service under this new facilities-based OS/DA service.
  - 6.5.2 To the extent that Windstream has not established the Branding/Silent Announcement recording in AT&T OS/DA switches for facilities-based service, then Non-Recurring Charges will apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the attached price schedule (See Exhibit A).
- 6.6 In all AT&T OS/DA switches, the applicable Windstream-charged retail OS/DA rates and a Windstream-provided contact number (e.g., reference to a Windstream business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.7 AT&T will be responsible for loading the Windstream-provided OS/DA retail rates and the Windstream-provided contact number(s) into the OS/DA switches. Windstream will be responsible for paying the initial reference and rate loading charges (See Exhibit A).
- 6.8 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, an Windstream may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the

Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached price schedule (See Exhibit A).

## **7. GENERAL TERMS AND CONDITIONS**

### **7.1 Billing and Payment**

- 7.1.1 AT&T shall include all charges for services rendered under this Agreement on a monthly bill(s) rendered to Windstream (hereinafter "Invoice"). The Invoice shall be sent to the billing address established by Windstream.
- 7.1.2 Windstream shall pay all charges under this Agreement within thirty (30) days of the Invoice date, but may raise a good faith billing dispute as set forth in section 7.1.3 below. In the event of late payments, Windstream shall pay AT&T interest on the unpaid balance at the lower of one and one half (1 ½ %) percent per month or the highest interest rate permitted by applicable law.
- 7.1.3 **Billing Disputes.** To dispute a charge on a bill, Windstream must identify the specific charge in dispute and provide a full written explanation of the basis for the dispute using a standard AT&T billing dispute form within 90 days after the bill date. Windstream may withhold payment of a charge subject to a good faith dispute provided: (a) Windstream submits the billing dispute, using a standard AT&T billing dispute form, within thirty days after the bill date; (b) Windstream pays the undisputed portion of all charges; and (c) Windstream cooperates reasonably with AT&T's efforts to investigate and resolve the dispute. IF AT&T determines a disputed charge was billed in error, AT&T shall issue a credit to reverse the amount incorrectly billed. If AT&T determines a disputed charge was billed correctly, payment shall be due from Windstream within five days after AT&T advises Windstream in writing that the dispute is denied.
- 7.1.4 If the Parties determine that Windstream was billed incorrectly for services rendered pursuant to this Agreement, within 12 months after rendering the services, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the overcharges.
- 7.1.5 AT&T shall have no financial responsibility for any intercompany compensation payments due for the local or intraLATA calls processed on behalf of Windstream under this Agreement. Windstream agrees that it shall indemnify and hold AT&T harmless from any claims for intercompany compensation payments on the traffic processed under this Agreement.

### **7.2 Publicity and Use of Trademarks or Service Marks**

- 7.2.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval.
- 7.2.2 Nothing in this Standalone OS/DA Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any announcements, recordings, advertising, press releases, publicity matters, marketing and/or promotional materials, or for any other commercial purpose without prior written approval from such other Party or as provided in this Agreement.

### **7.3 Disclaimer of Representations and Warranties**

- 7.3.1 EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT, AND AT&T DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, AT&T ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

#### 7.4 Limitation of Liability

- 7.4.1 Except as may be expressly provided herein, each Party's liability to the other Party for any loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission, whether willful or inadvertent, whether in contract, tort or otherwise, including alleged breaches of this Agreement shall not exceed in total the amount AT&T has charged Windstream under this Standalone OS/DA Agreement. This limitation of liability will not apply if either Party willfully violates any state or federal telecommunications act or regulation.
- 7.4.2 Neither Party shall be liable to the other Party for any consequential damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement, and all statutory causes of action alleged to arise from such breach of this Agreement), and regardless of whether the Parties knew or had been advised of the possibility that such consequential damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions.
- 7.4.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its end users or third parties that relate to any functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such 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 such Party would have charged the end user and (ii) any consequential damages.

#### 7.5 Indemnity

- 7.5.1 Except as otherwise expressly provided herein, each Party shall be responsible only for the functions, facilities, products and services which are provided by that Party, its authorized agents or subcontractors, and neither Party shall bear any responsibility for the functions, facilities, products and services provided by the other Party, its agents or subcontractors.
- 7.5.2 Except as otherwise expressly provided herein, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, Windstream (the "Indemnifying Party") shall release, defend and indemnify AT&T (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third party arising out of Windstream's use of AT&T's Operator Service and/or Directory Assistance Services, except where AT&T acted with gross negligence or intentional misconduct.
- 7.5.3 In the case of any loss alleged or claimed by a Windstream end user, Windstream shall defend and indemnify AT&T (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying product or service giving rise to such Claim or Loss was provided or provisioned by AT&T, unless the Claim or Loss was caused by the gross negligence or willful misconduct of AT&T.

#### 7.6 Relationship of the Parties / Independent Contractors

- 7.6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 7.6.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for

another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

#### 7.7 No Third Party Beneficiaries; Disclaimer of Agency

7.7.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

#### 7.8 Force Majeure

7.8.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

#### 7.9 Notices

7.9.1 Any notice or other written communication required or permitted to be given by a Party under this Agreement must be addressed to the attention of the other Party's representative identified in this Section and will be deemed delivered: (i) five (5) business days after the notice has been mailed by certified mail, if applicable, or (ii) the next business day after receipted delivery to a recognized overnight courier.

NOTICE CONTACT	WINDSTREAM	AT&T CONTACT
NAME/TITLE	Ms. Wendy Raney VP-Procurement/Logistics	Contract Management ATTN: Notices Manager
STREET ADDRESS	4001 Rodney Parham Road	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Little Rock, AR 72212	Dallas, TX 75202-5398
FACSIMILE NUMBER	501-748-7826	214-464-2006

7.9.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.

## 7.10 Dispute Resolution

7.10.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

7.10.2 In the event of a dispute between the Parties arising from or relating to the performance of this Agreement, either party may serve written notice of the dispute to the contract Notice Designee above. Upon receipt of such written notice, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of settlement are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

7.10.3 If after 60 days the dispute is not resolved through the company representatives above, it is agreed that such disputes shall be settled by binding arbitration in accordance with the American Arbitration Association - Arbitration Rules and Procedures as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make an award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. This provision should not be construed so as to prohibit either Party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

## 7.11 Subcontracting

7.11.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

7.11.2 Each Party will be solely responsible for payments due that Party's subcontractors.

7.11.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.

7.11.4 No contract, subcontract or other agreement entered into by or between either Party with any third party in connection with the provision of functions and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

7.11.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement and Exhibits attached hereto.



**7.12 Miscellaneous Term and Conditions**

- 7.12.1 This document contains the complete agreement between the Parties and supersedes all prior written contracts, oral agreements, understandings, negotiations and discussions between the Parties pertaining to OS/DA traffic for the period of this Agreement.
- 7.12.2 This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.
- 7.12.3 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.
- 7.12.4 If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.
- 7.12.5 If Windstream decides to terminate this agreement in less than 36 months, Windstream agrees to pay an early termination fee which shall be equal to fifty percent (50%) of the Windstream's average monthly expenditure for Services provided under this Agreement multiplied by the remaining months of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Standalone OS/DA Agreement to be duly executed as of the date hereof.

Windstream Arkansas, Inc., Windstream Oklahoma, Inc., Windstream Missouri, Inc., Oklahoma Windstream, Inc., Texas Windstream, Inc., Windstream Sugarland, Inc., Valor Telecommunications of Texas, LP d/b/a Windstream Communications Southwest, Windstream Communications Kerrville, L.P., Windstream Kerrville Telecom, L.P., Windstream Ohio, Inc., Windstream Western Reserve, Inc., and Windstream Nebraska, Inc.

Signature: Wendy Raney

Printed: \_\_\_\_\_

Title: Wendy Raney  
Vice President - Procurement  
Windstream Communications, Inc.  
(Print or Type)

Date: 5-17-07

The Ohio Bell Telephone Company d/b/a AT&T Ohio  
Southwestern Bell Telephone, L.P. d/b/a AT&T  
Arkansas, AT&T Kansas, AT&T Missouri, AT&T Ohio,  
AT&T Oklahoma, and AT&T Texas by AT&T  
Operations, Inc., its authorized agent

Signature: Rebecca L. Sparks

Printed: Rebecca L. Sparks

Title: Executive Director - Regulatory  
(Print or Type)

Date: JUN 25 2007

	OCN #
Windstream Arkansas, Inc.	1691
Windstream Oklahoma, Inc.	1965
Windstream Missouri, Inc.	1885
Oklahoma Windstream, Inc.	2011
Texas Windstream, Inc.	2153
Windstream Sugarland, Inc.	2147
Valor Telecommunications of Texas, LP d/b/a Windstream Communications Southwest	1181,1163,1165
Windstream Communications Kerrville, L.P.	2097
Windstream Kerrville Telecom, L.P.	1997
Windstream Nebraska, Inc.	1568,7816
Windstream Ohio, Inc.	0665
Windstream Western Reserve	0665

## EXHIBIT A

### OS/DA Wholesale Rates

	Recurring	Non-Recurring
<b>Directory Assistance</b>		
Local Directory Assistance	\$0.40	NA
National DA, per call	\$0.65	NA
Reverse DA, per call	\$0.65	NA
Business Category Search (where available), per call	\$0.65	NA
Directory Assistance Call Completion (DACC), per call	\$0.15	NA
<b>Operator Services</b>		
Operator Assisted Call Processing -- All Types (including Busy Line Verify (BLV) and BLV/Emergency Interrupt), per work second	\$0.03	NA
Fully Automated OS Call Processing, per call	\$0.15	NA
<b>OS/DA Automated Call Greeting and References / Rates</b>		
Call Greeting Initial/Subsequent Load, per switch, per OCN	NA	\$ 1,800.00
Reference / Rate - Initial Load per OCN, per state	NA	\$ 5,000.00
Reference / Rate - Subsequent Load, per OCN, per state	NA	\$ 1,500.00