The Public Utilities Commission of Ohio

TELECOMMUNICATIONS FILING FORM

(Effective: 9/2/2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio for review and approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996

TRF Docket No. 90 - _____ Case No. 17 - 1482 - **TP** - NAG

NOTE: Unless you have reserved a Case #, leave the "Case

No." fields BLANK

Name of Registrant(s) The Ohio Bell Telephone Company

DBA(s) of Registrant(s) AT&T Ohio

Address of Registrant(s) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Company Web Address www.att.com

Regulatory Contact Person(s) Maryann H. Mackey Phone 216-822-0086 Fax 216-781-9643

Regulatory Contact Person's Email Address mm4182@att.com

Contact Person for Annual Report Maryann H. Mackey Phone 216-822-0086

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Maryann H. Mackey Phone 216-822-0086

Address (if different from above) 45 Erieview Plaza, Room 1660, Cleveland, Ohio 44114

| Motion for protective order included with filing? | ☐ Yes ⊠ No | | |
|---|--------------|-----------------------------|---------------------|
| Motion for waiver(s) filed affecting this case? | Yes 🛛 No [No | te: Waivers may toll any au | tomatic timeframe.] |

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III - Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV - Attestation

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

| Exhibit | Description: |
|---------|---|
| A | The tariff pages subject to the proposed change(s) as they exist before the change(s) |
| В | The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the |
| | right margin. |
| C | A short description of the nature of the change(s), the intent of the change(s), and the customers affected. |
| D | A copy of the notice provided to customers, along with an affidavit that the notice was provided according to |
| | the applicable rule(s). |

$Section \ I-Part \ I-Common \ Filings$

| Carrier Type Other (explain below | w) | For Profit | t ILEC | Not For Pro | ofit ILEC | CLEC | |
|--|------------|--|--------------------------|----------------------------------|---------------------|-----------------|-------------------------------|
| Change terms & condition existing BLES | | ATA <u>1</u> - (Auto 30 da | - <u>6-14(H)</u> ays) | ATA <u>1-6</u> (Auto 30 days | | AT. (Auto 3 | A <u>1-6-14(H)</u> 0 days) |
| Introduce non-recurring of surcharge, or fee to BLES | charge, | | | | | (Auto 3 | • . |
| Introduce or Increase Lat | e Payment | (Auto 30 da | • | ATA <u>1-6</u> (Auto 30 days | | AT. (Auto 3 | A <u>1-6-14(I)</u> 0 days) |
| Revisions to BLES Cap. | | | ce) | | | | |
| Introduce BLES or expanservice area (calling area) | | ZTA <u>1-</u> (0 day Notion | <u>6-14(H)</u> ce) | TTA <u>1-6-</u> (0 day Notice | | O day I | A <u>1-6-14(H)</u> Notice) |
| Notice of no obligation to facilities and provide BL | | ZTA <u>1-</u> (0 day Notic | <u>6-27(C)</u> ce) | ZTA <u>1-6-</u> (0 day Notice | | | |
| Change BLES Rates | | TRF <u>1-0</u> (0 day Notic | | TRF <u>1-6-</u> (0 day Notice | | TRI (0 day 1 | F <u>1-6-14(G)</u> Notice) |
| To obtain BLES pricing f | lexibility | BLS <u>1-6</u> (C)(1)(c) (Auto 30 days | | | | | |
| Change in boundary | | ACB <u>1-</u> (Auto 14 da | | ACB <u>1-6</u> (Auto 14 days | | | |
| Expand service operation | area | | | | | | F <u>1-6-08(G)</u> (0 day) |
| BLES withdrawal | | | | | | (0 day 1 | A <u>1-6-25(B)</u> Notice) |
| Other* (explain) | | | | | | | |
| Section I – Part II – Cus | stomer Not | ification Of | ferings Pur | suant to Chapt | er <u>4901:1-6-</u> | <u> 7 OAC</u> | |
| Type of Notice | Direc | t Mail | Bill | Insert | Bill Not | ation | Electronic Mail |
| 15-day Notice | | | | | | | |
| 30-day Notice | | | | | | | |
| Date Notice Sent: Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC | | | | | | | |
| IOS | Introdu | ce New | Tariff | Change | Price Ch | ange | Withdraw |
| □ IOS | | | | | | | |

Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

| | | ILEC | CLEC | Carrier's Not | CESTC | CETC |
|-----|-----------------|---------------------|-------------------|--------------------|----------------------|--------------------|
| (| Certification | (Out of | | Offering BLES | | |
| | | Territory) | | - | | |
| * S | ee Supplemental | ☐ ACE <u>1-6-08</u> | ACE <u>1-6-08</u> | ACE <u>1-6-</u> 08 | ☐ ACE <u>1-6-</u> 10 | UNC <u>1-6-</u> 09 |
| | form | * (Auto 30- day) | *(Auto 30 day) | *(Auto 30 day) | (Auto 30 day) | *(Non-Auto) |

^{*}Supplemental Certification forms can be found on the Commission Web Page.

Section II - Part II - Certificate Status & Procedural

| Certificate Status | ILEC | CLEC | Carrier's Not Offering BLES |
|--|-------------------------------------|--|-------------------------------------|
| Abandon all Services | | ABN <u>1-6-26</u> (Auto 30 days) | ABN <u>1-6-26</u> (Auto 30 days) |
| Change of Official Name * | ACN <u>1-6-29(B)</u> (Auto 30 days) | ACN <u>1-6-29(B)</u> (Auto 30 days) | CIO <u>1-6-29(C)</u> (0 day Notice) |
| Change in Ownership * | ACO <u>1-6-29(E)</u> (Auto 30 days) | ACO <u>1-6-29(E)</u> (Auto 30 days) | CIO <u>1-6-29(C)</u> (0 day Notice) |
| Merger * | AMT <u>1-6-29(E)</u> (Auto 30 days) | AMT <u>1-6-29(E)</u> (Auto 30 days) | CIO <u>1-6-29(C)</u> (0 day Notice) |
| Transfer a Certificate * | ATC <u>1-6-29(B)</u> (Auto 30 days) | ATC <u>1-6-29(B)</u> (Auto 30 days) | CIO <u>1-6-29(C)</u> (0 day Notice) |
| Transaction for transfer or lease of property, plant or business * | ATR <u>1-6-29(B)</u> (Auto 30 days) | ATR <u>1-6-29(B)</u> (Auto 30 days) | CIO <u>1-6-29(C)</u> (0 day Notice) |

^{*} Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

| Carrier to Carrier | ILEC | CLEC |
|---|---|---|
| Interconnection agreement, or amendment to an approved agreement | NAG <u>1-7-07</u> (Auto 90 day) | NAG <u>1-7-07</u> (Auto 90 day) |
| Request for Arbitration | ARB <u>1-7-09</u> (Non-Auto) | ARB <u>1-7-09</u> (Non-Auto) |
| Introduce or change c-t-c service tariffs, | ATA <u>1-7-14</u> (Auto 30 day) | ATA <u>1-7-14</u> (Auto 30 day) |
| Request rural carrier exemption, rural carrier suspension or modification | UNC <u>1-7-04</u> or 05 (Non-Auto) | |
| Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way. | UNC 1-7-23(B) (Non-Auto) | |
| | | |
| Wireless Providers See 4901:1-6-24 | RCC [Registration & Change in Operations] (0 day) | ☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days) |

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

| Compliance with Commission Rules |
|--|
| I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf. |
| Maryann Mackey |
| Please Check ALL that apply: |
| I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code. |
| I declare under penalty of perjury that the foregoing is true and correct. |
| Executed on (Date) at (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. |
| <u>VERIFICATION</u> |
| I, Maryann Mackey verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission 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. |
| */s/Maryann Mackey June 21, 2017 |
| Director, Regulatory *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 |

180 East Broad Street, Columbus, OH 43215-3793

Make such filing electronically as directed in Case No 06-900-AU-WVR

Signature Page/AT&T-21STATE Page 1 of 2 IMPACT NETWORK SOLUTIONS, INC. Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

IMPACT NETWORK SOLUTIONS, INC.



Signature Page/AT&T-21STATE Page 2 of 2 IMPACT NETWORK SOLUTIONS, INC.

Version: 4Q15 – 10/20/15

Signature: eSigned - Daniel E. Newman

Name: eSigned - Daniel E. Newman

(Print or Type)

Title: President

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 20 Jun 2017

Signature: eSigned - William Bockelman

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Impact Network Solutions, Inc.

The Ohio Bell Telephone Company d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent

| State | Resale OCN | ULEC OCN |
|-------|------------|----------|
| OHIO | 772A | 3406 |

| Description | ACNA Code(s) |
|-------------|--------------|
| ACNA(s) | IPK |

Amendment – Lifeline/Link Up, ICC, and CIS,/<u>AT&T-21STATE</u>
Page 1 of 5

IMPACT NETWORK SOLUTIONS Version: 10/25/16

AMENDMENT TO THE AGREEMENT BETWEEN IMPACT NETWORK SOLUTIONS, INC. AND THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

This amendment ("Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and Impact Network Solutions, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved July 10, 2006 and as subsequently amended ("Agreement"); and

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

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Customer Information Services and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

4. Termination of Agreement After Initial Term Expiration

- 4.1. The Parties agree to replace Sections 7.2 through 7.10 with the following:
 - 7.2 The initial term of this Agreement shall commence on the effective date and expire on June 11, 2007.
 - 7.3 Termination for Nonperformance or Breach:
 - 7.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original

Amendment - Lifeline/Link Up, ICC, and CIS,/AT&T-21STATE

Page 2 of 5 IMPACT NETWORK SOLUTIONS

Version: 10/25/16

Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

- 7.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.
- 7.4 Termination of Agreement after initial term expiration:
 - 7.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GT&C.
 - 7.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
 - 7.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
 - If the Parties are in "Active Negotiations" (negotiations within the statutory clock established 7.4.4 in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
 - 7.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 19.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 19.3.

Amendment - Lifeline/Link Up, ICC, and CIS,/AT&T-21STATE

Page 3 of 5 IMPACT NETWORK SOLUTIONS

Version: 10/25/16

7.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

5. **Customer Information Services (CIS)**

- 5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
- 5.3. Add the following provisions to the Attachment or Appendix for Resale
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
 - CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
 - CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
 - CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
 - CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 6. The Parties agree to replace Section 19. from the Agreement with the following language:

19. **NOTICES**

- 19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.1.1 delivered by electronic mail (email).
 - 19.1.2 delivered by facsimile.

Page 4 of 5 IMPACT NETWORK SOLUTIONS Version: 10/25/16

- Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.
 - 19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.
- 19.3 Notices will be deemed given as of the earliest of:
 - 19.3.1 the date of actual receipt.
 - 19.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
 - 19.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 19.4 Notices will be addressed to the Parties as follows:

| NOTICE CONTACT | CLEC CONTACT |
|-----------------------|-------------------------------|
| NAME/TITLE | Daniel E. Newman President |
| STREET ADDRESS | 429 Trenton Avenue |
| CITY, STATE, ZIP CODE | Findlay, OH 45840 |
| PHONE NUMBER* | (419) 420-6300 |
| FACSIMILE NUMBER | (419) 420-6303 |
| EMAIL ADDRESS | newmand@impactnetwork.com |

| | AT&T CONTACT |
|------------------|---|
| NAME/TITLE | Contract Management |
| | ATTN: Notices Manager |
| FACSIMILE NUMBER | (214) 712-5792 |
| EMAIL ADDRESS | The current email address as provided on AT&T's CLEC Online website |

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

- 19.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

Amendment – Lifeline/Link Up, ICC, and CIS,/AT&T-21STATE

Page 5 of 5
IMPACT NETWORK SOLUTIONS

Version: 10/25/16

- 19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- 19.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- 19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 13. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

Attachment 06 – OS/DA/AT&T-21STATE Page 1 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE (f/k/a CUSTOMER INFORMATION SERVICES)

Attachment 06 – OS/DA/AT&T-21STATE Page 2 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

TABLE OF CONTENTS

| <u>Secti</u> | <u>ion</u> Page N | <u>umber</u> |
|--------------|--|--------------|
| 1.0 | Introduction | 3 |
| 2.0 | Definitions | 3 |
| 3.0 | Operator Services (OS) / Directory Assistance (DA) | 4 |
| 4.0 | LISTINGS | 7 |
| 5.0 | General Conditions for Operator Services (OS), Directory Assistance (DA) | 9 |
| 6.0 | Termination – Entire Attachment 06 – Operator Assistance and Directory Assistance Services | 9 |

Attachment 06 – OS/DA/AT&T-21STATE Page 3 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
 - 1.2.1.1 CLEC's own physical Switches; or
 - 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
 - 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
 - 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
 - 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
 - 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.
- 2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

- 3.1 Dialing Parity:
 - 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
 - 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
 - 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
 - 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.
 - 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.
 - 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.
 - 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
 - 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
 - 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
 - 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both:
 - 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
 - 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
 - 3.3.5 General OS/DA Trunking Requirements:
 - 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

Attachment 06 – OS/DA/AT&T-21STATE Page 5 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:
 - 3.5.2.1 <u>Local Directory Assistance</u> Consists of providing published name and telephone number.
 - 3.5.2.2 Directory Assistance Call Completion (DACC) A service in which a local or an intraLATA call to the

Attachment 06 – OS/DA/AT&T-21STATE Page 6 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

- requested number is completed.
- 3.5.2.3 <u>National Directory Assistance (NDA)</u> A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 <u>Reverse Directory Assistance (RDA)</u> Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 <u>Business Category Search (BCS)</u> A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:
 - 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
 - 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
 - 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
 - 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
 - 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
 - 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

Attachment 06 – OS/DA/AT&T-21STATE Page 7 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
 - 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.2

- 4.1 General Provisions:
 - 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
 - 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
 - 4.2.1.2 Listing Information Confidentiality:
 - 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
 - 4.2.1.3 Unlisted/Non-Published End Users:
 - 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.
 - 4.2.1.4 Additional Listings:
 - 4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

Attachment 06 – OS/DA/AT&T-21STATE Page 8 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
 - 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
 - 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
 - 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:

Attachment 06 – OS/DA/AT&T-21STATE Page 9 of 9 Impact Network Solutions Version: 3Q16 - CLEC ICA – 9/19/16

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

4.2.8 General Conditions for Listings:

- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 <u>TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES</u>

The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS EXHIBIT B

| Attachment | State | Product LOCAL INTERCONNECTION (CALL | Rate Element Description Rate for all ISP-Bound and Section 251(b)(5) Traffic as | COS (Class of Service) | usoc | Mon Recu Zone Charge | rring Ch | Non- Recurring narge (NRC) First | Non- Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|---|---|------------------------|--------|----------------------------|----------|---|---|-----------------------|
| 2MR-AT | ОН | TRANSPORT AND TERMINATION) | per FCC-01-131, per MOU | OHU | USG15 | | \$0.00 | | | MOU |
| | | DIRECTORY ASSISTANCE SERVICES | | XPU | OPEN | \$ | | NA | | |
| 6 | OH | DIRECTORY ASSISTANCE SERVICES | Directory Assistance, per call Directory Assistance National Directory Assistance | XPU | OPEN | • | 0.40 | NA | | per call |
| | 011 | DIDECTORY ACCIOTANCE CERVICES | | XPU | OPEN | | 0.05 | NIA | | |
| 6 | OH | DIRECTORY ASSISTANCE SERVICES | (NDA), per call Directory Assistance Reverse Directory Assistance | XPU | OPEN | \$ | 0.65 | NA | | per call |
| 6 | 011 | DIRECTORY ASSISTANCE SERVICES | (RDA), per call | XPU | OPEN | \$ | 0.65 | NA | | |
| ь | OH | DIRECTORY ASSISTANCE SERVICES | Directory Assistance Business Category Search (BCS) | XPU | OPEN | þ. | 0.05 | NA | | per call |
| | 011 | DIDECTORY ACCIOEANCE OFFICE | | VDU | OPEN | | 0.05 | NA | | |
| 6 | OH | DIRECTORY ASSISTANCE SERVICES | where applicable, per call | XPU | OPEN | \$ | 0.65 | NA | | per call |
| 6 | 011 | DIRECTORY ASSISTANCE SERVICES | Directory Assistance Call Completion (DACC), per call | XPU | OPEN | \$ | 0.15 | NA | | |
| ь | OH | OPERATOR SERVICES/DIRECTORY | Directory Assistance Call Completion (DACC), per call | XPU | OPEN | þ. | 0.15 | NA | | per call |
| | | ASSISTANCE AUTOMATED CALL | Branding - Other - Initial/Subsequent Load, per switch | | | | | | | |
| 6 | ОН | GREETING | per OCN | | | | NA \$ | 1.800.00 | ¢ 4,000,00 | per switch, per OCN |
| ь | | OPERATOR SERVICES/DIRECTORY | per OCN | | | | NA \$ | 1,800.00 | \$ 1,800.00 | per switch, per OCN |
| | | ASSISTANCE AUTOMATED CALL | | | | | | | | |
| 6 | ОП | GREETING | Branding and Reference/Rate Look Up, per OS/DA call | XPU | OPEN | \$ | 0.03 | NA | | per OS/DA call |
| 0 | | OPERATOR SERVICES/DIRECTORY | Branding and Reference/Rate Look op, per OS/DA call | λFU | OFEN | Φ | 0.03 | INA | | pei OS/DA cali |
| 6 | | ASSISTANCE RATE/REFERENCES | Rate Reference - Initial Load, per state, per OCN | | | | NA \$ | 5.000.00 | | per state, per OCN |
| 0 | ОП | OPERATOR SERVICES/DIRECTORY | Rate Reference - Initial Load, per State, per OCIV | | | | INA D | 5,000.00 | | per state, per OCIV |
| 6 | ОН | ASSISTANCE RATE/REFERENCES | Rate Reference - Subsequent Load, per state, per OCN | | | | NA | NA | \$ 1,500,00 | per state, per OCN |
| 0 | OH | ASSISTANCE NATE/NET ENERGES | Operator Services Fully Automated Call Processing, per | | | | INA | INA | ψ 1,500.00 | per state, per OCIV |
| 6 | ОН | OPERATOR CALL PROCESSING | call | XPU | OPEN | \$ | 0.15 | NA | | per call |
| 0 | OII | OF ENATOR GALLT ROOLSONG | Operator Assisted Call Processing - All Types, per work | XI U | OI LIV | Ψ | 0.10 | 11/1 | | per can |
| 6 | ОН | OPERATOR CALL PROCESSING | second | XPU | OPEN | \$ | 0.03 | NA | | per work second |
| 6 | OH | DIRECTORY LISTING PRODUCT | DA Listings - per listing for initial load | XI U | OI LIV | Ψ | NA \$ | | | per listing |
| 6 | | DIRECTORY LISTING PRODUCT | DA Listings - per listing for subsequent updates | | | \$ | 0.060 | 0.010 | | per listing |
| | 011 | OPERATOR SERVICES/DIRECTORY | Dr Elouings per noting for subsequent apactes | | | Ψ | 0.000 | | | por noung |
| | | ASSISTANCE AUTOMATED CALL | | | | | | | | |
| 6 | ОН | GREETING | Branding - Initial / Subsequent Load - per trunk group | | | | | \$800.00 | \$800.00 | per trunk group |
| | 0 | 0.1221110 | Dianang maar, Gabboquom 20aa per aam group | | | | | φοσοίσο | φοσοισσ | initial listing is no |
| 6 | ОН | DIRECTORY LISTING PRODUCT | White Page Directory Listings | | | | \$0.00 | \$0.00 | \$0.00 | charge |
| , , | 011 | D. C. | Trans age Shootery Eleminge | | | | ψ0.00 | ψ0.00 | ψ5.00 | See Tariffs and / or |
| 6 | ОН | DIRECTORY LISTING PRODUCT | Non Published /Non List / Additional Directory Listings | | | | | | | Service Guidebook |
| | | OTHER RESALE - DIRECTORY | | | | | | | | Flat Rate Discount |
| 6 | ОН | ASSISTANCE/OPERATOR SERVICES | Directory Assistance Services | | | | 20.29% | N/A | N/A | for Resale |
| | | OTHER RESALE - DIRECTORY | | | | | | . 4// (| 74// | Flat Rate Discount |
| 6 | ОН | ASSISTANCE/OPERATOR SERVICES | Local Operator Assistance Service | | | | 20.29% | N/A | N/A | for Resale |
| | OII | ACCIONATOLION CENTIOLS | LOGAL OPPICION ASSISTANCE OCIVIOC | | 1 | 1 4 | -0.20/0 | 11/7 | IN/A | IOI INCOMIC |

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Case No(s). 17-1482-TP-NAG

Summary: Application for approval of an amendment to an interconnection agreement electronically filed by Maryann Mackey on behalf of AT&T Ohio