# APPENDIX BROADBAND SERVICE

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# APPENDIX BROADBAND SERVICE

## 1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for providing a Digital Subscriber Line ("DSL") service utilizing Next Generation Digital Loop Carrier ("NGDLC") equipment deployed in conjunction with SBC Communications Inc. ("SBC") Broadband Infrastructure project (i.e., Digital Loop Electronics ("DLE") infrastructure) by the applicable SBC owned Incumbent Local Exchange Carrier ("ILEC") and Competitive Local Exchange Carrier ("CLEC").

1.2 This Appendix outlines a wholesale service ("Broadband Service") that consists of three (3) network service arrangements that will be offered in order to provision xDSL service over the DLE infrastructure. Due to the nature of the technology being deployed with the DLE infrastructure project, these network service arrangements are integrated to one another and as such are not available under these terms and conditions as stand-alone network elements, although CLEC may continue to obtain UNEs that otherwise are available (e.g. sub-loop copper and dark fiber). In addition to this Appendix, CLEC, must have negotiated an Appendix DSL to be included in its Interconnection Agreement with the SBC ILEC.

1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.4 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.5 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.6 The prices at which **SBC-12STATE** agrees to provide CLEC with Broadband Service are contained in the Attachment 1 to this appendix and/or applicable Commissioned ordered tariff as specified below.

1.7 For CLECs operating in Connecticut, **SNET**'s Broadband Service offering may be found in the Commission ordered Connecticut Access Service Tariff.

1.8 The term ILEC in this Appendix references the SBC ILECs doing business in the regions, as more particularly described below.

## 2. DESCRIPTION OF INFRASTRUCTURE

2.1 The DLE environment is defined by the Broadband Infrastructure currently being deployed by **SBC-12STATE**. **SBC-12STATE** is deploying the following network service arrangements in its respective networks: a Remote Terminal ("RT") site equipped with NGDLC RT equipment; RT Derived xDSL Capable 2-wire loops; Dedicated fiber strands from the RT site to the central office specific to voice and data; an NGDLC Central Office Terminal ("COT") Device for the transport of the voice signal from the RT site to be delivered to the **SBC-12STATE** Class 5 Digital Switch and/or appropriate CLEC point of collocation in such instance as the CLEC desires to provide both voice and data to the end user subscriber; and ATM capacity that will act as an Optical Concentration Device ("OCD") for the routing of packet signals from the dedicated data fiber strand to a CLEC leased port on the OCD.

2.2 NGDLC will be installed in RT sites to effectively shorten copper loops for DSL to less than 12 Kilofeet ("Kft"). The loops from these RT sites will be referred to as RT derived DSL capable sub-loops and are defined as the copper facility from the RT site, through the Subscriber Access Interface ("SAI") to the end user premise. These loops will consist of copper feeder cable from the RT site to the SAI and distribution cable from the SAI to the end user premises. The feeder cable will consist of an integrated (hard-wired) copper facility from the NGDLC equipment in the RT site to the SAI. A cross-connect will be made in the SAI to connect a 2-wire distribution copper loop associated with an end user's line to the appropriate feeder copper facility. This cross-connect will serve to move the end-users line onto the NGDLC equipment deployed in the RT site. After placing the end user line onto the NGDLC equipment, the copper loop length will effectively be shortened to the length of the copper feeder to the SAI and the copper distribution from the SAI to the end user. This will serve to make an end user's line xDSL capable.

2.3 A combination (voice and data) card will be placed in the NGDLC equipment in the RT site. At this time the only card available with the NGDLC being deployed by **SBC-12STATE** is the ADSL Distribution Line Unit ("ADLU"). The ADLU card is an ADSL service card, providing the same specifications as current ADSL service. This card splits the voice and data signal. Then, the card, along with the rest of the NGDLC hardware and software, packetizes the ADSL data bit stream and provides ATM data transport to the central office. A virtual cross-connect will be established to route the data signal from a specific end user's line to the dedicated OC-3c for data in order to transport that signal to the serving wire center ("SWC").

2.4 The ADLU card is specific to the provision of an ADSL service within the technical specifications outlined by the vendor. CLEC will be permitted to build a profile of values associated with an end user service provided over the ADLU

card as outlined in the section of this Appendix entitled **CLEC PROFILE**. CLEC agrees to develop service profiles that are compatible with the ADLU card as determined by the vendor and **SBC-12STATE** Technical Publications to be provided. Should Alcatel or any other vendor develop a card compatible with the NGDLC deployed by **SBC-12STATE**, CLEC may request **SBC-12STATE** to develop an additional network service arrangement to be provided as part of the Broadband Service outlined herein to accommodate other types, vintages, or suppliers of xDSL capable cards. SBC reserves the right to accept or reject such request. All terms, conditions and rates for any additional service to be offered as part of this Appendix will be negotiated by the Parties to this Agreement.

2.5 From the RT site, OC-3s will be utilized to transport voice and data from the RT site to the Central Office on a non-protected fiber. A distinct concatenated OC-3 (OC-3c) will be provided for the data portion of the path and a distinct OC-3 will be provided for the voice path. In the central office, the incoming data OC-3c terminates on the Fiber Distribution Frame ("FDF") and will be delivered to an OCD. The OCD aggregates OC-3cs from multiple RT sites and routes the traffic to the appropriate CLEC outbound OC-3c or DS3 port leased on the OCD. The voice OC-3 also terminates on the FDF and will be delivered to the NGDLC COT equipment residing in the Central Office. From the COT the voice path is extended at the DS0 speed directly to the Main Distribution Frame ("MDF") in a like manner to existing 2-wire UNE loops provisioned over DLC and extended either to the **SBC-12STATE** voice switch or to a CLEC point of virtual or physical collocation.

2.6 Deployment of this infrastructure will occur in multiple, overlapping phases over three (3) years. New and existing RT sites will be utilized in conjunction with the Broadband Infrastructure project. **SBC-12STATE** will provide to CLECs information regarding the deployment of this technology through network disclosures and also via the Internet.

## 3. DEFINITIONS

3.1 The term Digital Loop Electronics ("DLE") describes a specific outside plant loop network infrastructure that is described in detail above. Such term, for purposes of this Appendix will be utilized interchangeably with the term NGDLC.

3.2 An RT site for purposes of this Appendix is defined as either a Controlled Environmental Vault ("CEV"); Hut; and/or Cabinet equipped with **SBC-12STATE** NGDLC RT equipment deployed specifically for the purposes of providing ADSL service to an end user. Additional vendor applications may be deployed within the **SBC-12STATE** network as described in 2.4 above, or at the discretion of **SBC-12STATE.** CLEC will be notified of any such future deployment via network disclosure.

3.3 A Serving Wire Center ("SWC") for purposes of this Appendix is defined as an end office equipped with the network service arrangements described above in Section 2.

3.4 The term xDSL describes various technologies and services. **SBC-12STATE**'s Broadband Service offering is set forth below for CLECs to use in conjunction with providing xDSL to their end-users over NGDLC.

3.5 As addressed in Section 2.4 above, any service established under the terms of this Appendix must be compatible with the **SBC-12STATE** NGDLC RT equipment deployed in the RT site and with any **SBC-12STATE** NGDLC COT equipment deployed in the SWC.

3.6 Pre-Order Loop qualification will be recommended in conjunction with this application as described in Appendix DSL to this Agreement. Pre-Order loop qualification is discussed further in the provisioning and installation section of this Appendix.

3.7 The network service arrangements necessary for a CLEC to provision a DSL service in the DLE environment will be offered in three scenarios:

3.7.1 Line Shared Network Service Arrangements
3.7.2 Non-Line Shared Data Only Network Service Arrangements
3.7.3 Voice and Data Network Service Arrangements

## 4. LINE SHARED SERVICE ARRANGEMENTS

4.1 The following network service arrangements will be necessary in order for CLEC to provision a DSL service in the DLE environment under line sharing: a high frequency portion of the sub-loop ("HFPSL") from the SAI to the customer premises; a DLE-ADSL feeder extending from the OCD in the central office to the SAI, including the NGDLC equipment in the RT site and the feeder copper from the RT site to the SAI; and a port on the OCD.

4.2 Additional cross-connects will be required. A DLE-SAI Cross-Connect will be required in the SAI in the field to connect feeder cable from the NGDLC equipment in the RT site to the distribution cable serving the individual end user. Also, an OCD cross connect to either a virtual or physical point of Collocation in the SWC will be required to extend the OCD port.

4.3 From the CLEC point of Collocation, CLEC may purchase the existing set of transport products as described in Appendix: UNE or from the applicable commission-ordered access service tariff for the purposes of transporting the data signal from the OCD to the appropriate CLEC ATM network.

## 5. NON-LINE SHARED NETWORK SERVICE ARRANGEMENT

5.1 In the non-line shared environment, the same set of network service arrangements and associated cross-connects described above in Section 4.1 for the line shared environment will be utilized by CLEC with one exception. The DLE-xDSL HFPSL will be substituted with a data only DLE-xDSL Sub-loop. This sub-loop is the physical copper loop from the SAI site to the NID at the customer premise.

## 6. VOICE AND DATA NETWORK SERVICE ARRANGEMENTS

6.1 In such instance as CLEC desires to provision both voice and data over the same copper facility, **SBC-12STATE** will provide this capability to CLEC. This Broadband Service will be offered only in such instance as CLEC will provide both the voice and data portions of the loop. **SBC-12STATE** will not offer the capability for CLEC or provide any arrangement for a third party to this agreement to share the voice and/or data portion of the loop.

6.2 Due to the nature of the Broadband Infrastructure being deployed within the **SBC-12STATE** network, voice and data traffic from a common copper facility will be split in the NGDLC equipment deployed at the RT site into two distinct paths: one for voice and another for data. Therefore, SBC will provide CLECs with two distinct interconnection points at their point of virtual or physical collocation in the central office for voice and data traffic respectively.

6.3 **SBC-12STATE** will provision such Broadband Service by permitting CLEC to establish an underlying 2-wire voice loop over NGDLC. This underlying loop will be delivered from the NGDLC COT to the MDF at the DS0 level. From the MDF this voice loop will be extended to the Intermediate Distribution Frame ("IDF") and/or CLEC collocation in a manner similar to existing unbundled loops.

6.4 **SBC-12STATE** will provision the data portion of this Broadband Service in the same manner as the Line Shared network service arrangements addressed in Section 4.0 of this Appendix. As addressed in Section 4.0 of this Appendix, data traffic will be provided over the High Frequency Portion of the Sub-Loop as described in Section 8.0 of this Appendix; the ADSL Feeder Network service arrangement provisioned from the SAI site to the OCD as described in Section 9.0 of this Appendix; through the CLEC OCD port termination extended to CLEC collocation as addressed in Section 10 of this Appendix.

6.5 **SBC-12STATE** is identifying and developing the network service arrangements and associated processes to make the 2-wire underlying voice loop network service arrangement and associated interconnection point available to CLECs. **SBC-12STATE** will notice CLEC of these new network service arrangements, associated processes and pricing via Accessible Letter. Such service

arrangements will be offered in addition to those outlined in this Appendix and will be provided via an Amendment to this Appendix.

## 7. DLE-xDSL HFPSL

7.1 This sub-loop is defined as the copper distribution portion of the loop beginning at the SAI and extending to the end user premise.

7.2 CLEC will be required to purchase the HFPSL (high frequency spectrum portion of the sub-loop) in a line-shared environment. The high frequency spectrum will be allocated over the DLE-xDSL sub-loop or DLE-xDSL HFPSL network service arrangement; and the DLE-ADSL Feeder network service arrangement (on a per-ADLU-card-port basis). The OC-3c will be integrated to the NGDLC equipment in the RT site. In addition to the HFPSL, CLEC must purchase the DLE-SAI Cross Connect in the SAI as described above.

7.3 For purposes of the HFPSL, this sub-loop will be a line-shared loop only. CLEC will lease the HFPSL to provide DSL data services over the shared copper facility. The voice portion of this loop will belong to **SBC-12STATE**. This option will not be available to CLEC where the retail voice (POTS) service is provided by any carrier other than **SBC-12STATE**, including those situations where the voice service is provided by any other carrier on a resale or leased basis (e.g., UNE Platform) from **SBC-12STATE**.

7.4 The OCD Port Termination and OCD Cross-Connect to collocation must be in place five (5) business days prior to CLEC's placing of DLE-xDSL HFPSL, DLE-xDSL sub-loop or DLE-ADSL Feeder orders.

7.5 The existing loop qualification process outlined in Appendix DSL will be recommended in conjunction with the DLE-xDSL sub-loop; provided, however, a design layout record will not be offered in conjunction with this service offering. Also, the service performance, maintenance and provisioning and installation intervals for a 2-wire xDSL capable loop over which xDSL may be provisioned as outlined in Appendix DSL will apply to this offering.

## 8. DLE-xDSL SUB-LOOP (DATA ONLY)

8.1 When the CLEC desires to provide a dedicated data only facility from the RT site to the end user premise under the DLE infrastructure, CLEC will be required to purchase the DLE-xDSL Sub-Loop. This network service arrangement is identical to the DLE-xDSL HFPSL network service arrangement described above and will be provided under the same terms and conditions as outlined above with the exception that the DLE-xDSL Sub-Loop will consist of the sub-loop from the SAI to the end user NID, not simply the high frequency portion of the sub-loop.

8.2 This network service arrangement will be provided only in conjunction with the DLE infrastructure for use with data only sub-loops in the non-line-shared environment.

## 9. DLE-ADSL FEEDER

9.1 The DLE-ADSL Feeder network service arrangement will be necessary to transmit the DSL data side of the loop to the OCD in the central office. This network service arrangement will be required in addition to the DLE-xDSL HFPSL or DLE-xDSL Sub-Loop, and the OCD Port Termination.

9.2 This product will consist of the copper feeder from the SAI to a port on the ADLU card in the NGDLC RT equipment and a virtual cross-connect from such port through the NGDLC RT equipment to the OC-3c transport fiber from the NGDLC RT equipment to the SWC FDF and will be delivered to the OCD.

9.3 Only the ADSL feeder network service arrangement is available at this time due to the type of card initially available for deployment with this infrastructure. The availability of different versions of this network service arrangement (e.g., for different types of xDSL technology) are subject to Sections 2.3-2.4 above.

9.4 The data OC-3c will transport packets of information from all end users' DSL services provisioned for all CLECs through the NGDLC equipment deployed in the RT site.

9.5 A permanent virtual circuit (PVC) must be configured over this OC-3c fiber facility to support CLEC's DSL service. The PVC consists of virtual cross-connects established at both the NGDLC equipment in the RT site and in the OCD device deployed in the SWC.

9.6 A PVC will be made available to CLEC for the establishment of its DSL service. One PVC per end user will made available to CLEC per end user service. Unspecified Bit Rate (UBR) PVCs will be the only type of PVC made available with this offering at this time. The PVC will be established using the process as outlined in the provisioning section of this Appendix. A Permanent Virtual Path ("PVP") is not being offered in conjunction with this offering at this time. Additionally, CLEC is restricted to the provision of DMT service over the ADLU card.

9.7 The maximum number of PVCs that can be provisioned over the DLE-ADSL Feeder is dependant upon the form of OCD Port Termination (as described below) purchased in the central office and upon upstream and downstream bandwidth and other factors allocated per PVC in the CLEC Profile. CLEC will be responsible for ensuring there is sufficient capacity on its leased OCD ports (DS3 or OC-3c) to support CLEC's provided xDSL service over this infrastructure.

9.8 In such instance as CLEC traffic exceeds thresholds for port capacity published in SBC Technical Publications or adversely impacts common traffic across the OC-3c data transport facility, **SBC-12STATE** reserves the right to notify CLEC and require CLEC to purchase additional ports or capacity where available before accepting orders for any additional PVCs.

9.9 PVCs are configured in advance by ATM service providers between the CLEC end user customer and a single service provider. Under the terms of this Agreement, CLEC represents the single service provider. CLEC is responsible for providing the information necessary for **SBC-12STATE** to provision the PVC in the **SBC-12STATE** NGDLC equipment in the RT site and in the OCD in the SWC. This information must be provided by the CLEC to **SBC-12STATE** pursuant to the CLEC Information Form (CLIF) process outlined in the CLEC Handbook.

9.10 **SBC-12STATE** will be responsible for network monitoring of the use of the common OC-3c between the central office and the RT site. In the provisioning of the PVC, CLECs will be restricted to upstream and downstream bandwidth, aggregate power and noise setting compatible with the card vintage deployed in the NGDLC equipment as addressed in Sections 2.4 and 3.5 above. **SBC-12STATE** will require from CLECs a forecast of expected traffic through each shared OC-3c network service arrangement over which CLEC establishes a PVC. The CLEC forecast process for DLE will be outlined within the CLEC Handbook.

9.11 Initially, **SBC-12STATE** will not allocate this DLE-ADSL Feeder by bandwidth, but reserves the right to modify this Appendix based upon terms and conditions agreed to by both Parties in order to do so, dependent upon traffic concerns over the shared OC-3c data facility should the amount of cumulative traffic over this shared facility from all ADSL providers exceed a threshold of 75% of the maximum capacity of the OC-3c bandwidth available for ADSL traffic. Should the Parties be unable to reach agreement on modified terms and conditions within sixty (60) days of the initial written notice from **SBC-12STATE**, either Party may request resolution of any remaining issues by the appropriate state Commission under the dispute resolution procedures set forth in this Agreement.

## 10. OCD PORT TERMINATION

10.1 The incoming dedicated OC-3c for data will terminate in the OCD. An OCD will be placed in each SWC where this product is made available. CLEC will be required to purchase a port termination on the OCD. The OCD Port Termination will consist of a DS3 or OC-3c port on the OCD.

10.2 In addition to the OCD Port Termination, CLEC must purchase a physical OCD cross-connect. This cross-connect is a physical appearance on the FDF that will allow for the OCD Port Termination to be extended to CLEC's physical or virtual

point of collocation. The OCD Cross Connect will be provided at the OC-3c and DS3 levels only.

## 11. PROVISIONING AND INSTALLATION

11.1 Provisioning and installation of these network service arrangements should be considered on two distinct separate orders: CLEC infrastructure orders and end user specific orders. CLEC will be required to build the necessary network infrastructure to support its DSL service in the NGDLC environment five (5) business days prior to placing end user orders for the DLE-xDSL HFPSL, DLE-xDSL Sub-Loop or DLE-ADSL Feeder network service arrangements. The necessary network service arrangements for infrastructure are the OCD Port Termination and associated cross-connects. The OCD Port Termination will be issued via one (1) Access Service Request (ASR). End user specific orders consist of either the DLE-xDSL HFPSL or the DLE-xDSL Sub-Loop and the DLE-ADSL Feeder. These network service arrangements will be issued utilizing a Local Service Request (LSR).

11.2 In conjunction with each ASR submitted, CLEC must also submit a CIF indicating virtual parameters that must be established in conjunction with the OCD. These parameters include the following: Customer Address (Point of Presence ("POP") Location); Connection Speed (OC3c or DS3); Connection Type (UNI DCE, UNI DTE or NNI); and Number of Connections.

11.3 Additional instructions on the order flow, including intervals, for the associated network service arrangements provided in this Appendix can be found in the CLEC Handbook.

## 12. CLEC PROFILE

12.1 Prior to submitting end user orders, the CLEC must establish a Profile in the SOLID provisioning interface. The SOLID provisioning interface will serve as an interface permitting CLECs to establish values through an Internet based Graphical User Interface ("GUI") associated with their end user's service in the Network Management System ("NMS") controlling both the OCD and the NGDLC equipment in the RT site. CLECs will establish a profile that consists of several distinct combinations of several factors including Upstream and Downstream Bandwidth; Aggregate Power; and Noise. CLECs will be allowed via this GUI to establish a profile driven by CLEC AECN that consists of different combinations of these factors. These factors could be established to mirror the various PSD Mask services offered in conjunction with DSL service today, or could serve as new combinations of speed, bandwidth and power from existing PSD Masks. However, only combinations compatible with the NGDLC equipment deployed by **SBC-12STATE** will be available. Thus, integer values in SOLID will be limited by the capabilities of the NGDLC equipment deployed in

the **SBC-12STATE** network. As such, the current compatible specifications are limited by the capability of the ADLU line card.

12.2 An initial SOLID Profile must be built by CLEC five (5) business days prior to issuing any LSRs associated with this product offering. The CLEC Profile will only have to be built once and will encompass the entire **SBC-12STATE** region. Changes can be made to the CLEC Profile at the discretion of CLEC. However, previously established end user services will not be impacted by such alteration unless CLEC initiates a disconnect of the existing xDSL service and a new connect of the service under the new Profile parameters.

12.3 Additional instructions in relation to SOLID, the CIF form and provisioning flows for this product can be found in the CLEC Handbook.

## 13. LOOP QUALIFICATION

13.1 Loop qualification will be recommended in conjunction with this offering. The recommended approach will be that CLEC will perform a pre-order loop qualification on an end user's loop in order to determine if the loop is xDSL capable. In such instance that the loop length is too long and the DLE infrastructure is available to provide xDSL service, a RT site identification will be indicated on the loop qualification. This will serve as the triggering event to notify CLEC that the DLE infrastructure is available to provide DSL services.

13.2 Should CLEC elect to not perform pre-order loop qualification and issues an order for the network service arrangements as described herein, **SBC-12STATE** will perform a loop qualification internally. Should such internal loop qualification indicate that an RT site is not available for that end user's loop or that the existing copper facility is xDSL capable with or without loop conditioning, **SBC-12STATE** will reject such order.

13.3 Regardless of whether CLEC has performed the loop qualification or **SBC-**12STATE has internally performed loop qualification, CLEC will be charged the standard loop qualification charge as outlined in Appendix DSL.

## 14. LOOP CONDITIONING

14.1 Loop conditioning may be necessary in such instance as the distribution copper portion of the loop from the RT site to the end user (including the copper feeder to the SAI) does not comply with existing standards, but will only be performed by **SBC-12STATE** when requested by CLEC. In such instance as Loop Conditioning is requested by CLEC for a loop provided for in conjunction with this service offering, associated rates, terms and conditions for loop conditioning outlined in Appendix DSL will apply.

## 15. RATE STRUCTURE

15.1 Rates for the Broadband Service offerings described herein are set forth in Appendix PRICING.

15.2 DLE-xDSL HFPSL, DLE-xDSL SUB-LOOP & DLE-ADSL FEEDER

15.2.1 CLECs will be charged both a monthly recurring charge and non-recurring initial and additional charge for each of these network service arrangements. Charges for these network service arrangements will be based upon statewide average pricing.

15.3 OCD PORT TERMINATION

15.3.1 CLECs will be charged both a monthly recurring charge and non-recurring initial and additional charges for this network service arrangement. The OCD port termination will be offered at both the DS3 and OC-3 speeds.

15.3.2 In addition to the OCD Port Termination, the OCD Cross-Connect network service arrangement will be necessary from the OCD Port Termination to either virtual or physical CLEC collocation. CLECs will be charged both a monthly recurring and non-recurring rate for the OCD Cross-Connect. The cross-connect will be offered at two speeds: OC-3 and DS3**.**

15.4 LOOP QUALIFICATION & CONDITIONING

15.4.1 A loop qualification charge will apply in conjunction with this offering. Additionally, in such instance as loop conditioning is requested by CLEC with this offering, CLEC will be charged the same rates for loop conditioning as outlined in Appendix: DSL.

## 16. RESERVATION OF RIGHTS

16.1 The parties acknowledge that the terms and conditions for the Broadband Service offerings set forth above are specific to the DLE infrastructure. Except where otherwise specified, such terms and conditions may not be applied to any other Appendix to this Agreement.

16.2 The Parties acknowledge and agree that implementation of this new Broadband Wholesale Service being introduced as part of Project Pronto is expressly contingent upon satisfactory resolution of regulatory issues, including but not limited to resolution of certain asset ownership issues relating to the SBC-Ameritech Merger Conditions that are currently pending before the Federal Communications Commission ("FCC"). Thus, the Parties agree that they will not

commence operations under the rates, terms and conditions set forth in this Appendix until such time as the asset ownership issues pending before the FCC are fully resolved. This Broadband Wholesale Service, including the rates, terms and conditions set forth herein, is subject to change, modification and/or withdrawal by the SBC ILEC(s), in its sole discretion, in whole or in part, as a result of regulatory developments ("Regulatory Developments"), including but not limited to action or inaction on the ownership issues pending before the FCC or SBC decides that the assets in question will be owned by an entity other than the SBC ILEC(s). In the event that the SBC ILEC(s) changes or modifies this Service as a result of Regulatory Developments, the Parties shall immediately negotiate rates, terms and conditions to conform this Appendix to be consistent with such changes or modifications. In such event, the Parties agree that the SBC ILEC(s) shall have no obligation to provision its Broadband Service under the rates, terms and conditions currently set forth herein. In the event that the SBC ILEC(s) withdraws this Service as a result of Regulatory Developments, the Parties acknowledge and agree that the SBC ILEC(s) shall have no obligation to provision such Service under the rates, terms and conditions set forth herein.

16.3 The Parties acknowledge and agree that the provision of the network service arrangements and/or services set forth above and the associated rates, terms and conditions set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). Any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction which stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), or the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the dispute resolution procedures set forth in this Agreement.

## 17. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

17.1 Every interconnection and network service arrangement provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network service arrangement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network service arrangement provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.