

## **APPENDIX LINE SHARING**

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## 1. INTRODUCTION

- 1.1 This Appendix Line Sharing sets forth the terms and conditions under which AT&T ILLINOIS will provide CLEC with the High Frequency Portion of the Loop.
- 1.2 In addition to the terms and conditions of this Appendix Line Sharing, AT&T ILLINOIS shall make HFPL available to CLEC in accordance with applicable terms and conditions of Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, the Parties agree that the terms of this Appendix Line Sharing shall control.
- 1.3 The Parties agree that final outcomes from any applicable collaborative or proceedings may, at CLEC's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications.
- 1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.

## 2. DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth elsewhere in this Agreement.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 "High Frequency Portion of the Loop" ("HFPL") consists of the frequency range on the copper Loop above the range that carries analog circuit-switched voice band transmissions. The voice band frequency of the spectrum is generally 300 to 3000 Hertz (and possibly up to 3400 Hertz) and DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 2.8 "Line Share Turn-Up Test" shall be defined as testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn-Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch

and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network.

### **3. GENERAL TERMS AND CONDITIONS RELATED TO HFPL**

- 3.1 Intentionally Omitted
- 3.2 AT&T ILLINOIS will provide HFPL for CLEC to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. AT&T ILLINOIS will not impose limitations on the transmission speeds of xDSL services; provided, however, that AT&T ILLINOIS does not guarantee transmission speeds, available bandwidth nor imply any service level. CLEC may only deploy xDSL technologies using HFPL when such technology does not interfere with analog voice band transmission.
- 3.3 Intentionally Omitted.
- 3.4 When AT&T ILLINOIS is the provider of retail POTS analog voice service on the same Loop to the same end user customer, AT&T ILLINOIS shall provide CLEC with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Appendix xDSL.
- 3.5 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where AT&T ILLINOIS is not the retail POTS provider.
- 3.6 CLEC may identify to AT&T ILLINOIS one or more CLECs as an authorized advanced services provider which is authorized by CLEC to add, change or delete advanced services capabilities within the HFPL employed or ordered by CLEC ("Advanced Services Provider"). Such an Advanced Services Provider shall submit orders on CLEC's behalf using CLEC's ACNA OCN and circuit facilities assignment ("CFA") information.
- 3.7 Intentionally Omitted.
- 3.8 AT&T ILLINOIS shall provide CLEC with OSS access and loop qualification information for HFPL in accordance with the applicable terms and conditions of Appendix xDSL and Appendix OSS of this Agreement.

### **4. GRANDFATHERING AND TRANSITION TERMS**

- 4.1 Grandfathered End Users. AT&T ILLINOIS will continue to make HFPL available to CLEC (or its successor or assign) at the same monthly rate that AT&T ILLINOIS charged for such access prior to such access prior to October 2, 2003, as set forth in the Appendix Pricing, until the earlier of: (1) CLEC's HFPL to the end-user customer is disconnected for whatever reason, or (2) the FCC issues a decision affecting the grandfathering obligations established in its Triennial Review Order.
  - 4.1.1 Intentionally Omitted
  - 4.1.2 Intentionally Omitted

- 4.2 New End Users. To the extent that CLEC began providing HFPL to an end user customer between October 2, 2003 and October 2, 2004, AT&T ILLINOIS will continue to make HFPL available to CLEC for that particular end user customer until October 2, 2006 at the monthly recurring rates set forth in Appendix Pricing of this Agreement.
- 4.3 Beginning October 2, 2006, AT&T ILLINOIS shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End Users that CLEC began providing xDSL-based service to over the HFPL during Year 1 of the transition period. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such New End Users via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T ILLINOIS, or through an alternate arrangement, if any, that the Parties may negotiate.

## **5. HFPL OFFERING**

- 5.1 In those instances where AT&T ILLINOIS has deployed Digital Loop Carrier network architecture, in which the portion of the loop running from the AT&T ILLINOIS central office to a remote terminal is on fiber facilities and a portion of the loop running from the remote terminal to the customer is on a copper loop facility, AT&T ILLINOIS will make available access to the HFPL copper subloop pursuant to Appendix xDSL, Appendix Collocation and Appendix UNE (as to the general terms and conditions for subloops) and the terms of this Appendix, as applicable.
- 5.2 When AT&T ILLINOIS traditional retail POTS services are disconnected (as opposed to suspended) and not migrated to another carrier, AT&T ILLINOIS will notify CLEC that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone xDSL Loop or will be disconnected at CLEC's option. Absent a request from CLEC to disconnect use of the HFPL within three (3) business days of such notification from AT&T ILLINOIS, AT&T ILLINOIS will automatically convert the HFPL to a full standalone xDSL Loop. In the event the HFPL is converted to a full standalone xDSL Loop, AT&T ILLINOIS will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by CLEC.
- 5.3 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a Fiber-to-the-Home Loop) used by CLEC for Line Sharing, AT&T ILLINOIS shall comply with the requirements for retirement of copper set forth in Appendix UNE of this Agreement.

## **6. INTENTIONALLY OMITTED**

## **7. PROVISIONING**

- 7.1 The HFPL will be provisioned over a loop that meets the basic metallic loop parameters required to provide xDSL services. Subject to Section 7.2 below, CLEC shall designate, at CLEC's sole option, what loop Conditioning AT&T ILLINOIS is to perform in provisioning the HFPL on the HFPL order. CLEC may request that AT&T ILLINOIS Condition a loop in association with the provisioning of the HFPL to CLEC to remove Excessive Bridged Tap(s), load coil(s) and/or repeater(s) at the loop Conditioning rates set forth on the Appendix Pricing.

- 7.2 For HFPL, if CLEC's requested Conditioning will significantly degrade the customer's analog voice service, AT&T ILLINOIS is not required to Condition a Loop; provided, however, for the HFPL, if AT&T ILLINOIS contends that Conditioning that loop will significantly degrade the voiceband services that AT&T ILLINOIS is currently providing over that loop, AT&T ILLINOIS must either: (i) locate another copper loop that can be conditioned, migrate AT&T ILLINOIS' voiceband service to that loop, and provide CLEC with access to the high frequency portion of that alternative loop; or (ii) if CLEC disputes AT&T ILLINOIS' contention that the Conditioning of that loop will significantly degrade the voiceband services, make a showing to the state commission that the original copper loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative copper loop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.
- 7.3 Intentionally Omitted
- 7.4 HFPL Provisioning Intervals: The following provisioning intervals are applicable to each HFPL ordered by CLEC, regardless of the Actual Loop Length.
- 7.4.1 HFPL Provisioning Intervals When No Loop Conditioning Requested:
- 7.4.1.1 The provisioning and installation interval for the HFPL where no Conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-24 HFPL(s) per order or per End-User location, will be three (3) business days, or the provisioning and installation interval applicable to AT&T ILLINOIS's advanced services affiliate(s) in that same state, whichever is less.
- 7.4.1.2 For CLEC orders of 25-48 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be six (6) business days or as otherwise agreed upon by the parties.
- 7.4.1.3 For CLEC orders of 49-99 HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be seven (7) business days, or as otherwise agreed upon by the Parties.
- 7.4.1.4 For CLEC orders of 100 or more HFPLs per order or per End-User location where no Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.4.2 HFPL Provisioning Intervals When Loop Conditioning Requested:
- 7.4.2.1 The provisioning and installation intervals for the HFPL where Conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL(s) per order or per End-User location, will be ten (10) business days, or the provisioning and installation interval applicable to AT&T ILLINOIS's advanced services affiliate's xDSL-based services

where Conditioning is required in that same state, whichever is less.

7.4.2.2 For CLEC orders of 25 or more HFPLs per order or per End-User location where Conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.

- 7.5 For HFPL orders, intervals are contingent upon CLEC's End User's release of the voice grade circuit during normal working hours. In the event the loop over which the End User is being provided xDSL-based service over the HFPL by CLEC should require Conditioning during non-working hours, the due date may be adjusted consistent with the End User's release of the voice grade circuit and CLEC shall pay Maintenance of Service pursuant to the FCC tariffed rates referenced in Section 8.10 below.
- 7.6 Intentionally Omitted.
- 7.7 In connection with loops that are greater than 12,000 feet in Actual Loop Length, CLEC may request, by submitting a Local Service Request ("LSR") to AT&T ILLINOIS to have additional industry standard Conditioning performed in connection with an HFPL for which CLEC elected, on its initial HFPL order, not to have any of the recommended loop Conditioning performed or only partial loop Conditioning performed either: (i) after CLEC's initial HFPL order has been submitted but is still pending; or (ii) after CLEC has been provisioned an HFPL. In any such event, CLEC will be billed and shall pay for any requested loop Conditioning at the rates set forth on the attached Appendix Pricing, along with any applicable service order charges; provided, however, when AT&T ILLINOIS receives a CLEC request to add or modify Conditioning for a pending HFPL order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for Conditioning after an HFPL has been provisioned to CLEC for purposes of this subsection will be the same as set forth above in Subsection 7.1.2.
- 7.8 CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with the HFPL when used by CLEC to provision ADSL at the rates set forth on the attached Pricing Schedule. Tight twist cross-connect wire will be used on all identified DSL services on all central office frames.

## **8. SERVICE QUALITY AND MAINTENANCE**

- 8.1 Intentionally Omitted.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, AT&T ILLINOIS shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. AT&T ILLINOIS and CLEC agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will AT&T ILLINOIS perform any Splitter testing, repair or maintenance that interrupts the flow of data to a CLEC customer without first attempting to coordinate with CLEC to reach a mutually acceptable

time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by AT&T ILLINOIS without resolution, AT&T ILLINOIS may restore narrowband voice service without CLEC's approval. When a connected facility assignment or an additional point of termination (CFA/APOT) change is required due to trouble in AT&T ILLINOIS' portion of the network, the pair change will be completed during the standard offered repair interval at no additional charge to CLEC.

8.2.1 AT&T ILLINOIS will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by CLEC and found to be in the Central Office. If AT&T ILLINOIS isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by CLEC data equipment or CLEC-owned Splitter, AT&T ILLINOIS will attempt to notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble. Either Party may offer the end user customer the option of restoring the POTS service if the end user customer is not satisfied with the repair interval provided by CLEC. If the end user customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or AT&T ILLINOIS (or if CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to AT&T ILLINOIS cutting around the POTS Splitter/DSLAM equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact AT&T ILLINOIS to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in CLEC equipment, AT&T ILLINOIS will charge CLEC upon closing the trouble ticket the rates referenced in Section 8.10 below.

### 8.3 Maintenance of CLEC's Splitters

8.3.1 AT&T ILLINOIS is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and CLEC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter along with the Splitter itself.

8.3.2 Intentionally Omitted.

8.3.3 Procedures and Access. AT&T ILLINOIS will provide resolution of CLEC-referred trouble tickets for the HFPL at parity with repair intervals AT&T ILLINOIS provides to any of its affiliates in ILLINOIS providing advanced services for the HFPL.

8.3.3.1 If CLEC opens a trouble ticket for the HFPL portion of the loop to AT&T ILLINOIS and the problem is determined to be in CLEC's network, CLEC will pay AT&T ILLINOIS the applicable Commission-ordered tariff rate for trouble isolation, maintenance, and repair (as specified in Section 8.10 below) upon closing the trouble ticket.

#### 8.3.3.2 CLEC-Owned Splitter

8.3.3.2.1 When CLEC owns the Splitter, CLEC is responsible for performing maintenance, repair and testing on the Splitter.

8.3.3.2.2 If AT&T ILLINOIS isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by CLEC data equipment or splitter, AT&T ILLINOIS will notify CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

8.3.3.2.3 CLEC shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.

### 8.3.3.3 Test Head

8.3.3.3.1 AT&T ILLINOIS will provide CLEC access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on CLEC's trouble documentation for non-mechanized tests.

8.3.3.3.2 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to AT&T ILLINOIS facilities and hereby agrees to release, defend and indemnify AT&T ILLINOIS, and hold AT&T ILLINOIS harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against AT&T ILLINOIS by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.

8.3.3.3.3 CLEC shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatment) as AT&T ILLINOIS provides to other CLECs should such new test capabilities be developed. CLEC shall have physical and/or remote test access as specified herein.

8.3.3.4 Intentionally Omitted.

8.3.3.5 Intentionally Omitted.

8.4 Scope of AT&T ILLINOIS's Maintenance Service on the HFPL. AT&T ILLINOIS will provide the following maintenance services to CLEC with respect to the HFPL:

8.4.1 For loops 12,000 feet or less in Actual Loop Length, AT&T ILLINOIS's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance and verification that the loop was (or is) Conditioned by AT&T ILLINOIS to remove any excessive bridged tap(s), load coil(s) and/or repeaters subject to section 9.5 below.

8.4.2 For loops greater than 12,000 feet in Actual Loop Length for which CLEC elected that AT&T ILLINOIS not perform any recommended Conditioning in association with the HFPL, AT&T ILLINOIS's maintenance with respect to the HFPL shall be limited to assuring loop continuity and balance.

8.4.3 For loops greater than 12,000 feet in Actual Loop Length for which CLEC requested that AT&T ILLINOIS perform some or all of the recommended Conditioning in association with the HFPL, AT&T ILLINOIS will verify continuity, the completion of all requested Conditioning subject to Section 9.5 below, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

8.4.4 Intentionally Omitted

8.5 Intentionally Omitted.

8.6 AT&T ILLINOIS will not guarantee that the HFPL(s) ordered by CLEC will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance.

8.7 For an HFPL currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T ILLINOIS to resolve a CLEC-initiated HFPL trouble ticket or a trouble identified by AT&T ILLINOIS, AT&T ILLINOIS, at its sole option, may perform an LST to resolve and close out the identified trouble. In the event that a request for Conditioning is received from the CLEC on an HFPL currently in service and AT&T ILLINOIS determines that an LST can be performed, AT&T ILLINOIS will contact CLEC to inform that a LST will be performed in lieu of CLEC's requested Conditioning. In such cases that AT&T ILLINOIS elects to perform an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST at the rates set forth in Appendix Pricing. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T ILLINOIS network-related problem, then CLEC will not be charged the LST rate or for AT&T ILLINOIS' resolution of the trouble. If, however, the trouble is found to be a customer premises equipment ("CPE") or CLEC network or data equipment, or otherwise is found not to be an AT&T ILLINOIS network-related problem, then CLEC shall pay Maintenance of Service charges at the rates set forth in Appendix Pricing, in addition to the LST charge in the Appendix Pricing.

- 8.8 CLEC shall not rearrange or modify AT&T ILLINOIS's retail POTS service within CLEC's equipment in any way without advance notice and coordination with AT&T ILLINOIS.
- 8.9 When AT&T ILLINOIS provides HFPL, continuity is generally assumed as AT&T ILLINOIS retail POTS service is operating at the time of the order. Generally, AT&T ILLINOIS would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, AT&T ILLINOIS will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.10 The FCC tariffed rates found at Sections 13.2.6 of FCC No. 2 shall apply when CLEC is required to pay Maintenance of Service charges, on a time and material basis, in 30-minute increments as set forth hereinabove; provided, however, the tariffed rates referenced below in this Section shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price of the tariffed charges referenced above.

## **9. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES**

- 9.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in CLEC's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, AT&T ILLINOIS will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. AT&T ILLINOIS will also allow a CLEC-owned shelf to be installed under the terms and conditions of virtual collocation.
- 9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, CLEC will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, AT&T ILLINOIS will install the Splitter in an AT&T ILLINOIS bay and AT&T ILLINOIS will access the Splitter on behalf of CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. CLEC is not permitted direct physical access to the MDF or the IDF for testing.
- 9.1.1.1 Splitter provisioning will use standard AT&T ILLINOIS configuration cabling and wiring in AT&T ILLINOIS locations. AT&T ILLINOIS's Connecting Block layouts will reflect standard recognizable arrangements that will work with AT&T ILLINOIS Operations Support Systems ("OSS").
- 9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf

arrangements. The splitter data port and DSLAM will be hard-wired to each other.

9.1.1.2 All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.1.1.3 AT&T ILLINOIS shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement within sixty (60) calendar days of receipt of CLEC's application.

## **10. LINE SHARE TURN-UP TESTING PROCEDURES**

10.1 The Line Share Turn-Up Test will be performed only on HFPL orders. Line Share Turn-Up Test is comprised of several work steps to be completed by AT&T ILLINOIS central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

10.2 Line Share Turn-Up Test will be completed by close of business one (1) day prior to the HFPL due date.

10.3 Detailed procedures of this Line Share Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. CLEC will not be billed for the Line Share Turn-Up Test.

## **11. SPECTRUM MANAGEMENT**

11.1 The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.