

APPENDIX LINE SPLITTING

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. GENERAL TERMS AND CONDITIONS 4

4. AUTHORIZED ADVANCED SERVICES PROVIDER 5

5. LOOP OFFERING 6

6. INTENTIONALLY OMITTED 6

7. PROVISIONING 6

8. SERVICE QUALITY AND MAINTENANCE 7

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES 8

10. LINE SPLITTING TURN-UP TESTING PROCEDURES 8

11. SPECTRUM MANAGEMENT 8

12. PRICING 8

1. INTRODUCTION

- 1.1 This Appendix Line Splitting sets forth the terms and conditions under which AT&T ILLINOIS will provide CLEC with access to UNEs (including the 2-wire xDSL Loop offering and the Unbundled Local circuit Switching port with Unbundled Shared Transport), pursuant to Appendix xDSL and Appendix UNE and other applicable terms and conditions under this Agreement, in a manner that allows CLEC to engage in UNE Line Splitting in accordance with 47 C.F.R. §51.319(a)(1)(ii). In addition to the terms and conditions of this Appendix Line Splitting, this Appendix is also subject to the applicable terms and conditions of Appendix UNE and Appendix xDSL. In the event of a conflict between the terms of this Appendix Line Splitting and Appendix xDSL, or between this Appendix Line Splitting and Appendix UNE, the Parties agree that the terms of this Appendix Line Splitting shall control. AT&T ILLINOIS shall support CLEC's ability to provide combinations of voice services, data services, or voice and data services over a single xDSL Loop.
- 1.2 The Parties agree that in the event that additions or modifications to AT&T ILLINOIS Line Splitting processes and procedures result from final outcomes of the AT&T 13-State Line Splitting Collaborative or any applicable state commission collaborative or the Change Management Process, AT&T ILLINOIS and CLEC will use such modified or additional processes or procedures thereafter under this Agreement, and the Parties will negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix Line Splitting, if necessary.
- 1.3 AT&T ILLINOIS shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems (consistent with Appendix OSS) necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops used in Line Splitting.

2. DEFINITIONS

- 2.1 Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions. In addition to the definitions in Appendix xDSL and Appendix Definitions, the following definitions shall apply to this Appendix Line Splitting.
- 2.2 Intentionally Omitted.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.
- 2.8 "Line Splitting" is the process in which one CLEC (which may include CLEC or its Advanced Services Providers) provides narrowband voice service over the low frequency portion of a Loop and a second CLEC (which may include CLEC or its

Advanced Services Providers) provides digital subscriber line service over the high frequency portion of that same Loop.

2.8.1 UNE Line Splitting shall mean those instances where CLEC provides the voice portion of a Line Splitting arrangement using an unbundled local circuit switching port with unbundled shared transport leased by CLEC from AT&T ILLINOIS, if and as available under this Agreement. In such cases, CLEC leases an unbundled local circuit switching port with unbundled shared transport and the entire UNE 2-wire xDSL Loop from AT&T ILLINOIS, and AT&T ILLINOIS will perform operational activities necessary to provide access to these UNEs in a manner that enables CLEC and its Advanced Services Providers to engage in UNE Line Splitting over the 2-wire xDSL Loop.

2.9 "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

3.1 When CLEC is engaging in Line Splitting, CLEC may combine the loop with unbundled Network Elements or Commingle the loop with wholesale services in accordance with the requirements of this Agreement, including Appendix UNE.

3.2 AT&T ILLINOIS will provide CLEC with access to UNE to provide Line Splitting to deploy xDSL technologies. 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.

3.3 Intentionally Omitted.

3.4 Intentionally Omitted.

3.5 In addition, if CLEC is providing voice service over the loop through the use of AT&T ILLINOIS' unbundled local circuit switching and unbundled shared transport elements, the customer's dial tone must originate from an AT&T ILLINOIS End Office switch where the arrangement is being requested.

3.6 Whenever CLEC purchases an xDSL Loop, CLEC shall control the entire loop spectrum.

3.7 Intentionally Omitted.

3.8 Intentionally Omitted.

3.9 When CLEC engages in UNE Line Splitting, CLEC is combining AT&T ILLINOIS provided UNEs with an CLEC-provided Splitter (or a Splitter provided by its Advanced Services Providers) to create its own platform (as differentiated from the combination of UNEs-only provided by AT&T ILLINOIS described as a UNE-Platform ("UNE-P") in this Agreement). The unbundled Network Elements in a UNE Line Splitting arrangement continue to be treated and inventoried by AT&T ILLINOIS as stand-alone UNEs that are terminated to CLEC's (or an Advanced

Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement, AT&T ILLINOIS will reuse loop facilities unless the existing loop is not xDSL-capable. When converting to a UNE Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), AT&T ILLINOIS will reuse the existing loop facility; provided, however, conversions from a line sharing arrangement to a UNE Line Splitting arrangement may only be made by CLEC or its Advanced Services Providers in those instances where: (1) the existing data CLEC providing service over the HFPL at the time AT&T ILLINOIS retail POTS service is disconnected disconnects the HFPL after AT&T ILLINOIS' retail POTS service is disconnected; or (2) to the extent the existing data CLEC providing voice service over the HFPL elects to assume the full stand-alone xDSL Loop to continue to provide data service to the end-user customer, CLEC has a line splitting arrangement in place with that existing data CLEC and the xDSL Loop is a 2-wire xDSL Loop.

- 3.10 Upon CLEC's request, AT&T ILLINOIS shall convert an CLEC UNE Platform combination provided by AT&T ILLINOIS to UNEs that may be used in a UNE Line Splitting arrangement or a Line Sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when CLEC or its Advanced Services Provider provides a Splitter and DSLAM in its collocation space. CLEC or its AASP shall make all cross-connections within its collocation space required to complete continuity between their CFA locations specified for connection by AT&T ILLINOIS. AT&T ILLINOIS shall be responsible for connecting the 2-wire xDSL Loop to the CFA specified by CLEC (or its Advanced Services Provider). AT&T ILLINOIS shall also connect the unbundled local circuit switching element to the CFA specified by CLEC (or its Advanced Services Provider).
- 3.11 Two cross connects are required when CLEC engages in UNE Line Splitting (one cross connect for the unbundled local circuit switching port and one for the 2-wire xDSL loop). This is the same number of cross connects as that required when another CLEC (including AT&T ILLINOIS' advanced service affiliate) engages in Line Sharing using a CLEC-owned collocated Splitter as described in Appendix Line Sharing.
- 3.12 AT&T ILLINOIS will make available, and CLEC will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.
- 3.13 AT&T ILLINOIS may not require CLEC to collocate in order to provide voice service when Line Splitting, provided the data carrier shall be collocated to provision this arrangement.

4. AUTHORIZED ADVANCED SERVICES PROVIDER

- 4.1 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 as to UNEs employed or ordered by CLEC ("Advanced Services Provider") for purposes of line splitting. By utilizing the LSPAUTH field of the LSR, CLEC acknowledges that the Advanced Services Provider is placing the order on CLEC's behalf. Such an Advanced Services Provider shall submit orders on CLEC's behalf using CLEC's ACNA OCN and circuit facilities assignment ("CFA") information.

4.1.1 Intentionally Omitted.

4.1.2 Intentionally Omitted.

4.2 Intentionally Omitted.

4.3 CLEC is responsible for developing any necessary interfaces between itself and any Advanced Services Providers.

4.4 Liability and Indemnification for unauthorized use of AT&T ILLINOIS' OSS is addressed in Appendix OSS.

5. LOOP OFFERING

5.1 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 Splitting, 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 Intentionally Omitted.

7.2 Provisioning intervals for xDSL Loops utilized by CLEC for Line Splitting are the same as those set forth in Appendix xDSL.

7.3 Line Splitting with a CLEC-Owned Switch. For Line Splitting with a CLEC-Owned Switch, AT&T ILLINOIS will abide by the outcome of any statewide collaboratives as set forth in Section 1.2 above.

7.4 Intentionally Omitted.

7.5 Intentionally Omitted.

7.6 Intentionally Omitted.

7.7 Intentionally Omitted.

7.8 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to CLEC, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to AT&T ILLINOIS' retail operations, to AT&T ILLINOIS' advanced services affiliate, or to any non-affiliated CLEC.

7.9 Intentionally Omitted.

7.10 Intentionally Omitted.

7.11 If connections to a collocation arrangement must be established or modified, then CLEC (or its Advanced Services Provider) will provide the CFA information appropriate to making such connections or modifications.

8. SERVICE QUALITY AND MAINTENANCE

- 8.1 Intentionally Omitted.
- 8.2 AT&T ILLINOIS will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a Line Splitting arrangement in accordance with the Appendix UNE and Appendix xDSL for that UNE or UNEs.
- 8.2.1 Intentionally omitted.
- 8.3 AT&T ILLINOIS is responsible for all testing, repair and maintenance of its facilities which includes all cross connects and AT&T ILLINOIS provided equipment. Except as provided herein, CLEC is responsible for all testing, maintenance, and repair of its physically and virtually collocated facilities and equipment according to the terms and conditions of the Appendix Collocation.
- 8.4 AT&T ILLINOIS and CLEC agree to coordinate in good faith any virtually collocated 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 virtually collocated Splitter testing, repair or maintenance that interrupts the flow of data to a CLEC customer without first coordinating with CLEC to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. In no event will AT&T ILLINOIS have any obligation to test, maintain, or repair an CLEC owned, physically collocated Splitter.
- 8.5 Procedures and Access. AT&T ILLINOIS will provide resolution of CLEC-referred trouble tickets for Line Splitting at parity with the repair intervals AT&T ILLINOIS provides to other CLECs or any of its affiliates in ILLINOIS providing advanced services. When resolving such trouble tickets, AT&T ILLINOIS shall not rearrange or modify the Loop beyond the original service without prior notification to CLEC.
- 8.6 Mechanized Loop Testing
- 8.6.1 When CLEC is leasing unbundled Local Circuit Switching in a Line Splitting arrangement, AT&T ILLINOIS will provide CLEC access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions.
- 8.7 When a Line Splitting problem is isolated as being in CLEC's Splitter and the end user customer wishes to restore voice service prior to the correction of the problem, CLEC shall make two attempts to resolve the problem by utilizing the CFA expedite process set forth in AT&T ILLINOIS' Accessible Letter Number CLECAM04-032 dated February 5, 2004. If AT&T ILLINOIS does not correct the problem using the CFA expedite process by close of business on the next business day following CLEC's initial request, CLEC may request, and AT&T ILLINOIS shall provide, strap around from the UNE Switch Port to the cable pair of the xDSL Loop if the two CFA change attempts fail to restore the voice service.
- 8.8 When CLEC resolves the trouble condition in its equipment, CLEC will contact AT&T ILLINOIS to restore Line Splitting.

9. SPLITTER OWNERSHIP AND RESPONSIBILITIES

- 9.1 The Parties agree that AT&T ILLINOIS shall have no obligation to provide CLEC with Splitters.
- 9.2 When CLEC is 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.
- 9.3 When CLEC is virtually collocated, the Parties will follow the terms of Appendix Collocation or the Collocation tariff to install, provision, and maintain splitters.
- 9.4 AT&T ILLINOIS shall provide cross-connect (tie) cables from the collocation cage to the Carrier Facility Assignment (CFA) for splitter arrangement as provided in Appendix Collocation of this Agreement.

10. LINE SPLITTING TURN-UP TESTING PROCEDURES

- 10.1 AT&T ILLINOIS will visually inspect all Central Office cross connects placed in association with Line Splitting orders. AT&T ILLINOIS will verify that the correct telephone number from the UNE Switch Port is appearing at the cable pair associated with the xDSL Loop.

11. SPECTRUM MANAGEMENT

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

12. PRICING

- 12.1 The applicable rates are as set forth in Appendix Pricing.