

**EXHIBIT 1**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER

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**APPENDIX OSS-RESALE & UNE  
(OPERATIONS SUPPORT SYSTEMS)**

# EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER  
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# EXHIBIT 1

## PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

### 1 QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 AT&T shall provide to CUSTOMER nondiscriminatory access to its OSS and the necessary information contained therein in order that CUSTOMER can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide CUSTOMER with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at AT&T's Interconnection Web site. AT&T shall ensure that its OSS are designed to accommodate requests for both current and projected demands of CUSTOMER and other CLECs in the aggregate.
- 1.2 AT&T Florida (AT&T) – As used herein, AT&T Florida (AT&T) means the above listed ILEC doing business in Florida.

### 2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 AT&T shall provide to CUSTOMER nondiscriminatory access to its OSS and the necessary information contained therein in order that CUSTOMER can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of CUSTOMER to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for CUSTOMER's access and use of AT&T's electronic interfaces are set forth at AT&T's Interconnection Web site.
- 2.1.1 CUSTOMER agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at AT&T's Interconnection Web site.
- 2.2 Pre-Ordering
- 2.2.1 AT&T will provide electronic access to its OSS and the information contained therein in order that CUSTOMER can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

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2.2.2 AT&T shall provide to CUSTOMER electronic access to customer service record information in accordance with the applicable performance intervals referenced in Attachment 9. If electronic access is not available, AT&T shall provide to CUSTOMER such information within twenty-four (24) hours. CUSTOMER shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. CUSTOMER shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, CUSTOMER shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. CUSTOMER shall provide to AT&T such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. CUSTOMER will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. AT&T reserves the right to audit CUSTOMER's access to customer record information. If AT&T has reason to believe, through its audit or by any other means, that CUSTOMER is accessing customer record information without having obtained the proper customer authorization, AT&T upon reasonable notice to CUSTOMER may take corrective action, including but not limited to suspending or terminating CUSTOMER's access to AT&T's pre-ordering and ordering OSS, and the provisioning of pending and existing services.

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2.3 Ordering

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2.3.1 AT&T will make available to CUSTOMER electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of AT&T's electronic interfaces are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

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2.3.2 CUSTOMER shall place orders for services by submitting a LSR to AT&T. AT&T shall bill CUSTOMER an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. AT&T shall bill CUSTOMER a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.

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2.3.2.1 CUSTOMER may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, CUSTOMER may submit a list of such customers if CUSTOMER provides a separate PON for each location on the list. AT&T will bill an electronic or manual service order charge for each location.

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2.3.2.2 AT&T will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

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2.3.2.3 Notwithstanding the foregoing, AT&T will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

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2.3.2.4 AT&T shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. CUSTOMER shall provide to AT&T a FOC within twenty-four (24) hours of the receipt from AT&T of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. CUSTOMER shall provide to AT&T an LSR clarification within twenty-four (24) hours of the receipt from AT&T of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

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2.4 Provisioning

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2.4.1 AT&T shall provision services during its regular working hours. To the extent CUSTOMER requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or project managers to work outside of regular working hours, overtime charges set forth in AT&T's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or project manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of CUSTOMER, AT&T will not assess CUSTOMER additional charges beyond the rates and charges specified in this Agreement.

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2.4.2 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No. 1 Tariff, Section 13.3.1.

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2.4.3 Cancellation Charges. If CUSTOMER cancels an LSR for network elements or resold services subsequent to AT&T's generation of a service order, any costs incurred by AT&T in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on

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AT&T's Interconnection Web site. In addition, AT&T reserves the right to assess cancellation charges if CUSTOMER fails to respond within nine (9) business days to a Missed Appointment order notification.

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2.4.3.1 Notwithstanding the foregoing, if CUSTOMER places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where CUSTOMER places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, CUSTOMER may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should CUSTOMER elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by CUSTOMER, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the AT&T Product and Services Interval Guide. The charges are as set forth in Exhibit A of Attachment 2.

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2.4.5 Order Modification Charges. If CUSTOMER modifies an order after being sent a FOC from AT&T, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by CUSTOMER in accordance with Exhibit A of Attachment 2.

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2.5 Maintenance and Repair

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2.5.1 AT&T will make available to CUSTOMER electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and CUSTOMER agree to adhere to AT&T's Operational Understanding. The Operational Understanding may be accessed via AT&T's Interconnection Web site.

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2.5.2 If CUSTOMER reports a trouble on a AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge CUSTOMER a Maintenance of

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Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Maintenance of Service rates as set forth in AT&T's FCC No. 1 Tariff, Section 13.3.1.

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2.5.2.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Maintenance of Service rates as set forth in AT&T's FCC No. 1 Tariff, Section 13.3.1.

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2.5.3 If CUSTOMER reports a trouble on a resold service and no trouble is found in AT&T's network, AT&T will charge CUSTOMER a Trouble Determination Charge or a Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the working status. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.

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2.5.3.1 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the Trouble Determination Charge or Trouble Location Charge from the applicable AT&T tariff.

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2.6 Billing. AT&T will provide CUSTOMER nondiscriminatory access to billing information.

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2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to CUSTOMER at AT&T's Interconnection Web site.

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2.8 Rates. Unless otherwise specified herein, charges for the use of AT&T's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

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2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive nonrecurring charges will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

**3. MISCELLANEOUS**

3.1 Pending Orders. To the extent that CUSTOMER submits an LSR with incomplete, incorrect or conflicting information, AT&T will return the LSR to CUSTOMER for clarification. CUSTOMER shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If CUSTOMER does not submit a supplement LSR within thirty (30) days, AT&T will cancel the original LSR and CUSTOMER shall be required to submit a new LSR, with a new PON.

3.2 Single Point of Contact. CUSTOMER will be the single point of contact with AT&T for ordering activity for network elements and other services used by CUSTOMER to provide services to its customers, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected customer. CUSTOMER and AT&T shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by CUSTOMER to provide service to that customer and may reuse such network elements or facilities to enable such other carrier to provide service to the customer. AT&T will notify CUSTOMER that such a request has been processed but will not be required to notify CUSTOMER in advance of such processing.

3.2.1 Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2 Use of Facilities. When a customer of CUSTOMER elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to CUSTOMER, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid all charges to CUSTOMER or has been denied service for nonpayment or otherwise. AT&T will notify CUSTOMER that such a request has been processed after the disconnect order has been completed.

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3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. AT&T will close trouble tickets after making a reasonable effort to contact CUSTOMER for authorization to close a ticket. AT&T will place trouble tickets in delayed maintenance status after making a reasonable effort to contact CUSTOMER to request additional information or to request authorization for additional work deemed necessary by AT&T.

3.4 Subscription Functions. In cases where AT&T performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.4.1 When CUSTOMER's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to CUSTOMER, which has the billing relationship with that customer, and CUSTOMER may pass such charge to the customer.

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## **APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)**

### **1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 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.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

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- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.10 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.11 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.12 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

## 2. DEFINITIONS

- 2.1 “LSC” means (i) the Local Service Center (LSC) for **SWBT**, **PACIFIC**, and **NEVADA**; (ii) Local Exchange Carrier Center (LECC) for **SNET**; and (iii) Information Industry Service Center (IISC) for **SBC-AMERITECH**.
- 2.2 “LOC” means (i) the Local Operations Center (LOC) for **SWBT**, **PACIFIC**, **NEVADA**, and **SNET**; and (ii) the Customer Response Unit (CRU) for **SBC-AMERITECH**.

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## GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is

## EXHIBIT 1

required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13 STATE** shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

### 3.2 Proper Use of OSS interfaces:

- 3.2.1 For **SBC-7STATE**, CLEC agrees to utilize **SBC-7STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-7STATE**. In addition, CLEC agrees that such use will comply with the summary of **SBC-7STATE**'s Operating Practice No. 113, Protection of Electronic Information, titled "Competitive Local Exchange Carrier Security Policies and Guidelines". Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-7STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-7STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-7STATE** for any and all damages caused by such unauthorized entry.
- 3.2.2 For **SNET** region, CLEC agrees to access and utilize **SNET**'s Enhanced Services Access Platform, (ESAP), only for the purposes described herein. CLEC agrees that its access and use of ESAP shall, at all times, comport with SNET's "Wholesale CIWin User Guide", "EF User Guide", "ESAP Installation Guide", "ESAP Help Desk Guide", "CLEC Mechanized Interface Specification", and any other guide describing the interface or interface requirements that SNET may, from time to time, provide CLEC (collectively, the "Guides"). Failure materially to adhere to any material provision of such Guides may result, among other things, in forfeiture of electronic access to **SNET**'s OSS functionality via ESAP upon notice. In addition, CLEC shall be responsible for and indemnifies **SNET** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SNET**'s OSS or ESAP from CLEC complimentary systems, workstations or terminals or by CLEC employees or agents any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SNET** for any and all damages caused by such unauthorized entry.

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- 3.3 Within **SBC-7STATE** regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. Within **SNET**, and **SBC-AMERITECH** regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's End User account where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. The authorization for release of CPNI must substantially reflect the following:
- 3.3.1 Within **SBC-7STATE** regions, "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification information to provide such information to the undersigned CLEC. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. I have authorized, CLEC to become my local service provider. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."
- 3.3.2 Within **SNET** region, "This written consent serves as instruction to all holders of any local exchange telecommunications Customer Proprietary Network Information ("CPNI") and account identification information to provide such information to [Name of CLEC]. Specifically, I authorize disclosure of any account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription and long distance carrier identity. This Authorization remains in effect until such time as I [Name of Customer] revoke(s) it directly or appoint(s) another individual/company with such capacity or [Name of CLEC] receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."
- 3.3.3 In **SBC-13STATE** regions, the CLEC may choose to use this CPNI language (in Section 3.3.3) in lieu of using the CPNI language in sections 3.3.1 or 3.3.2 above (depending on region). CLEC must have

## EXHIBIT 1

documented authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable.

- 3.3.3.1 This section applies to **PACIFIC** ONLY for those CLECs who opted to use CPNI language in Section 3.3.3. For residence End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **PACIFIC**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a residence End User or governmental entity against **PACIFIC** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
- 3.3.4 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. In addition, CLEC agrees to perform accurate and correct ordering as it relates to **SBC-13STATE**'s UNE rates and charges, dependent upon region of operation, pursuant to the terms of this Agreement. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's

## EXHIBIT 1

use of any **SBC-13STATE** OSS. In addition, **SBC-13STATE** retains the right to audit all activities by CLEC using any **SBC-13STATE** OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties Non-Disclosure Agreement signed prior to or in conjunction with the execution of this Agreement.

- 3.5 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and CLEC will use manual processes. Should SBC develop electronic interfaces for these functions for itself, SBC will make electronic access available to CLEC within the specific operating region.
- 3.6 The Information Services (I.S.) Call Center for the **SBC-8STATE** region, and the Resource Center for the **SBC-AMERITECH** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.7 **SBC-13STATE** and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.8 The Parties will follow the final adopted guidelines of **SBC-13STATE** Change Management, as may be modified from time to time in accordance with the Change Management principles.
- 3.9 **SBC-13STATE** will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

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- 3.10 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the **SBC-13STATE** Change Management process or as ordered by state commission or FCC.
- 3.11 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "Ameritech Electronic Service Order Guide", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

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### 4. PRE-ORDERING

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
- 4.2.1 For **SBC-7STATE**, features and services available at a valid service address (as applicable) or, for **SNET**, features will be available based on NPA-NXX;
- 4.2.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for **SBC-12STATE** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.
- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;

## EXHIBIT 1

- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For **SBC-12STATE**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

### 4.3 **Pre-ordering functions for UNEs include:**

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for **SBC-12STATE** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
- 4.3.4 For **SBC-12STATE**, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
- 4.3.5 Service address verification; and
- 4.3.6 For **SBC-12STATE**, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

### 4.4 **Electronic Access to Pre-Order Functions:**

#### 4.4.1 **SBC-SWBT Resale Services Pre-order System Availability: SBC-SWBT will provide CLEC access to one or more of the following systems:**

- 4.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which **SBC-**

## EXHIBIT 1

SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.

- 4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT business Resale services.
- 4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** PACIFIC will provide CLEC access to the following system:
  - 4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.
  - 4.4.2.2 StarWriter is available for the pre-ordering functions listed in section 4.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential Resale services.
- 4.4.3 **SNET Resale Service Pre-Order System Availability:** SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.
  - 4.4.3.1 W-SNAP is an order entry application through which SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.
  - 4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.
  - 4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.
- 4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:** SNET will provide CLEC access to its MSAP:
  - 4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.
- 4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability:** SBC-AMERITECH will provide CLEC access to the following system:

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- 4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2
- 4.4.6 **Resale and UNE Pre-order System Availability: SBC-7STATE** will provide CLEC access to the following systems (except as noted in section 4.4.6.3):
  - 4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on SBC-7STATE's proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.
  - 4.4.6.2 Verigate is a CLEC interface developed by SBC-7STATE that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.
  - 4.4.6.3 CESAR is a PACIFIC and NEVADA system which is available on an interim basis provides pre-order functions for Resale service and UNE, with the exception of viewing CPNI. The pre-order functionality of CESAR will be replaced by Verigate.
- 4.5 **Other Pre-order Function Availability:**
  - 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
  - 4.5.2 Upon request, but not more frequently than once a month, SBC-SWBT will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically for SBC-SWBT and SBC-AMERITECH, the following database information may be

## EXHIBIT 1

electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. Specifically for **PACIFIC**, the following database information may be electronically provided: Street Address Guide (SAG) Guide (with planned availability no later than June 1<sup>st</sup>, 2000), and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

### 5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

#### 5.2 Resale Service Order Request System Availability:

##### 5.2.1 In **SBC-SWBT**:

5.2.1.1 R-EASE is available for the ordering of residential Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides CLECs with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified

## EXHIBIT 1

by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

### 5.2.2 In NEVADA only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

### 5.2.3 In PACIFIC only:

5.2.3.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.

5.2.3.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.3 SORD system supports the ordering of all Resale Services.

### 5.2.4 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

## 5.3 Resale and UNE Service Order Request Ordering System Availability:

5.3.1 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and

## EXHIBIT 1

**SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

- 5.3.2 For **SBC-SWBT** and **PACIFIC** regions, SORD interface provides CLECs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.
  - 5.3.2.1 For **SBC-SWBT** region, SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.
  - 5.3.2.2 In **PACIFIC** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize industry

## EXHIBIT 1

ASR guidelines developed by OBF based upon SBC ordering requirements. In **SBC-SWBT**, **SNET**, and **SBC-AMERITECH**, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks. In **PACIFIC** and **NEVADA** CESAR supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

- 5.3.4 For **SBC-SWBT** and **PACIFIC**, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.
- 5.3.5 In **SNET**, MSAP (**SNET**'s EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.
- 5.4 **Provisioning for Resale Services and UNE in SBC-SWBT**: **SBC-SWBT** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
  - 5.4.1 Order Status will allow CLEC to check service order status. Order Status and Provisioning Order Status are both accessible via **SBC-SWBT** Toolbar. In addition, pending orders can be viewed in SORD.
  - 5.4.2 For EDI ordering, **SBC-SWBT** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **SBC-SWBT** will provide CLEC with a FOC for each Resale service and UNE request.
  - 5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
    - 5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) hours for a simple order and within twenty four (24) hours for a complex order;
    - 5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
    - 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to

## EXHIBIT 1

correct service order errors within the timeframes specified in this Section 5.4.3.

5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.

5.4.4 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

5.5 Provisioning for Resale services and UNEs in **PACIFIC** and **NEVADA**: **PACIFIC** and **NEVADA** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:

5.5.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. **PACIFIC** also offers Provisioning order status to check the status of service orders.

5.5.2 For EDI ordering, **PACIFIC** shall provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **PACIFIC** will provide CLEC with a FOC for each Resale service and UNE request.

5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.6 **Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET**: **SBC-SMERITECH** and **SNET** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, **SBC-AMERITECH** and **SNET** provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. **SBC-AMERITECH** and **SNET** will provide CLEC with a FOC for each Resale service and UNE request.

## 6. MAINTENANCE/REPAIR

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- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
- 6.1.1 In **SBC-SWBT**, Trouble Administration (TA) system access provides CLEC with **SBC-SWBT** software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-SWBT** Toolbar.
  - 6.1.2 In **PACIFIC** and **NEVADA**, Pacific Bell Service Manager (PBSM) allows CLECs to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
  - 6.1.3 In **SBC-AMERITECH**, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
  - 6.1.4 In **SNET** the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
  - 6.1.5 In **SBC-12STATE**, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-12STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-12STATE** will exchange requests over a mutually agreeable X.25-based network.

## 7. BILLING

- 7.1 **SBC-7STATE** will bill CLEC for Resold services and UNEs. **SBC-7STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-7STATE** will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and **SBC-7STATE**.

## EXHIBIT 1

- 7.1.1 For Resale Services in **PACIFIC**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.1.2 For Resale Services in **SBC-AMERITECH**, CLEC may elect to receive its bill on CD.
- 7.2 **Electronic access to billing information for Resale services will also be available via the following interfaces:**
  - 7.2.1 In **SBC-SWBT**, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, **SBC-SWBT**'s Local Exchange Tariff.
  - 7.2.2 In **SBC-SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SWBT** Toolbar.
  - 7.2.3 In **SBC-7STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
  - 7.2.4 In **SBC-12STATE**, CLEC may receive electronically a Usage Extract Feed, or in **SNET**, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
  - 7.2.5 In **SBC-7STATE**, CLEC may receive Local Disconnect Report records (via CARE records) or, in **SNET** Loss Notification File (via CARE-like records), electronically, that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In **SBC-AMERITECH** this information is provided via the EDI 836 transaction set.
  - 7.2.6 In **SNET**, CLEC may receive a Billing Detail File on cartridge or magnetic tape.
  - 7.2.7 In **SBC-AMERITECH**, CLEC may receive a mechanized bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

## EXHIBIT 1

- 7.3.1 **SBC-8STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. **SBC-AMERITECH** also makes available to CLECs a local bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
- 7.3.2 In **SBC-SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SWBT** Toolbar.
- 7.3.3 In **SBC-12STATE**, CLECs will receive a Usage Extract Feed, or in **SNET**, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.
- 7.3.4 **SBC-7STATE**, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC's End Users, utilizing **SBC-7STATE**, ports, change their Competitive Local Exchange Carrier. In **SBC-AMERITECH** this information is provided via the EDI 836 transaction set.

## 8. REMOTE ACCESS FACILITY

- 8.1 For the **SBC-SWBT** region, CLEC must access the following OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. CLEC may utilize a port to access these interfaces to perform the supported functions in any **SBC-SWBT** state where CLEC has executed an Appendix OSS.
- 8.2 In **PACIFIC** and **NEVADA** regions, CLEC must access the following OSS interfaces via a CLEC Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. CLEC may utilize a port to access these interfaces to perform the supported functions in **PACIFIC** or **NEVADA** where CLEC has executed an Appendix OSS and purchases System Access in that state.

## EXHIBIT 1

- 8.3 For **SBC-7STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the **SBC-SWBT** LRAF and the **PACIFIC** PRAF. CLEC shall pay the cost of the call if Switched Access is used.
- 8.4 For **SBC-7STATE**, CLEC shall use TCP/IP to access **SBC-7STATE** OSS via the LRAF and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SBC-SWBT** OSS and **PACIFIC** OSS on CLEC’s behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.5 For **SBC-7STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF access plans in detail and schedule testing of such connections.
- 8.6 For **SBC-AMERITECH**, CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use a legal IP address for its end of the connection.
- 8.7 For **SNET** region, CLEC may use a private line connection. The CLEC shall provide and maintain own router and CSU/DSU.

### 9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**’s Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between CLEC and the PRAF and LRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

## EXHIBIT 1

- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

### 9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

## EXHIBIT 1

- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the

## EXHIBIT 1

Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.

- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

### 9.5 *General Policies*

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

### 9.6 *User Identification*

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

## **EXHIBIT 1**

9.6.3 User ids will be revalidated on a monthly basis.

### **9.7 User Authentication**

Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

### **9.8 Access and Session Control**

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

### **9.9 User Authorization**

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

## EXHIBIT 1

### 9.10 **Software And Data Integrity**

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

### 9.11 **Monitoring And Audit**

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

- 9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

# EXHIBIT 1

## 10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

| Training Rates  | 5 day class | 4.5 day class | 4 day class | 3.5 day class | 3 day class | 2.5 day class | 2 day class | 1.5 day class | 1 day class | 1/2 day class |
|-----------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|
| 1 to 5 students | \$4,050     | \$3,650       | \$3,240     | \$2,835       | \$2,430     | \$2,025       | \$1,620     | \$1,215       | \$810       | \$405         |
| 6 students      | \$4,860     | \$4,380       | \$3,890     | \$3,402       | \$2,915     | \$2,430       | \$1,945     | \$1,455       | \$970       | \$490         |
| 7 students      | \$5,670     | \$5,100       | \$4,535     | \$3,969       | \$3,400     | \$2,835       | \$2,270     | \$1,705       | \$1,135     | \$570         |
| 8 students      | \$6,480     | \$5,830       | \$5,185     | \$4,536       | \$3,890     | \$3,240       | \$2,590     | \$1,950       | \$1,300     | \$650         |
| 9 students      | \$7,290     | \$6,570       | \$5,830     | \$5,103       | \$4,375     | \$3,645       | \$2,915     | \$2,190       | \$1,460     | \$730         |
| 10 students     | \$8,100     | \$7,300       | \$6,480     | \$5,670       | \$4,860     | \$4,050       | \$3,240     | \$2,430       | \$1,620     | \$810         |
| 11 students     | \$8,910     | \$8,030       | \$7,130     | \$6,237       | \$5,345     | \$4,455       | \$3,565     | \$2,670       | \$1,780     | \$890         |
| 12 students     | \$9,720     | \$8,760       | \$7,780     | \$6,804       | \$5,830     | \$4,860       | \$3,890     | \$2,920       | \$1,945     | \$970         |

10.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to

## EXHIBIT 1

the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

- 10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

### 11. MISCELLANEOUS CHARGES

- 11.1 For **SBC-SWBT** region only, CLEC requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For **SBC-7STATE**, CLEC requesting the billing function for Usage Billable Records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 11.3 For **SBC-7STATE**, CLEC requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 11.4 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 11.5 **SNET** will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by DPUC.

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

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and

## EXHIBIT 1

Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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**APPENDIX  
RECIPROCAL COMPENSATION  
(AFTER FCC ORDER NO. 01-131)**

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**APPENDIX RECIPROCAL COMPENSATION**

**1. APPENDIX SCOPE OF TERM**

1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between AT&T and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

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1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities.

**Deleted:** The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

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**2. DEFINITIONS AND ILEC DESIGNATIONS**

2.1 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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2.3 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

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2.6 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

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2.7 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

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2.8 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas

2.9 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

2.10 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.11 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

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

2.13 **AT&T Florida (AT&T)** - As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILEC doing business in Florida.

2.14 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).

2.15 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch

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2.16 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

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3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CUSTOMER and AT&T will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

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3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

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a. both physically located in the same ILEC Local Exchange Area as defined by the AT&T Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

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b. both physically located within neighboring AT&T Local Exchange Areas, or within an AT&T exchange and an Independent LEC exchange, that share a common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

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3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

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3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SBC-12STATE, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in the Interconnection Rates Exhibit. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

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3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all necessary ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.9 Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

3.10 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

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#### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist throughout entire route of the call, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

#### 5. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

- 5.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.
- 5.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and SWBT-OK, SWBT-KS, SWBT-AR, and SWBT-TX are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 5.3 The state specific OCA Transport and Termination rates are outlined in Appendix\* Pricing.

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#### 6. MCA TRAFFIC -- SBC-MO

- 6.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the

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originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

6.2 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

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6.3 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

6.4 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

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6.5 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

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**7. TRANSIT TRAFFIC COMPENSATION**

7.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element ((Tandem Intermediary Charge (TIC)) applies to all jurisdictionally local Transit Traffic MOUs between a Party and third party networks that transits an AT&T network, in addition to the applicable rate elements for Tandem Switching and Common Transport. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element (TIC) is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for SWBT-MO. The rate, that AT&T shall charge for transiting CLEC Transit Traffic that is jurisdictionally local, based on the endpoints of the call, is outlined in the Interconnection Rates Exhibit and is applied in addition to the applicable rate elements for Tandem Switching, Multiple Tandem Access and Common Transport Rates for Transit Traffic that is not jurisdictionally local, based on the endpoints of

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the call, shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

7.2 While the Parties agree that it is the responsibility of CUSTOMER to negotiate direct interconnection arrangements with each third party carrier (ILECs or other CLECs) with which it is exchanging substantial transit traffic, AT&T acknowledges that such arrangements may not currently be in place, and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which CUSTOMER has entered into an arrangement with third-party carrier to exchange transit traffic to CUSTOMER, AT&T will provide CUSTOMER with transit service. If transit traffic volumes exchanged by CUSTOMER and a third-party carrier (in each case, in the aggregate) at any time exceed the CCS busy hour equivalent of one (1) DS-1 (500 CCS) CUSTOMER will, within thirty (30) days, request to enter into agreements with third-party carriers to connect directly.

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7.2.1 In the event CUSTOMER originates traffic that transits AT&T's network to reach a third party Telecommunications Carrier with whom CLEC does not have a traffic Interexchange agreement, then CLEC will indemnify AT&T against any and all charges levied by such third party Telecommunications Carrier related to such traffic. The terminating party and AT&T will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor AT&T will be required to function as a billing intermediary, e.g. clearinghouse. In the event AT&T is billed terminating charges related to such traffic by a third party Telecommunications Carrier, AT&T will use commercially reasonable efforts not to pay those charges.

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7.3 The CLEC shall not bill AT&T for terminating any Transit traffic, whether identified or unidentified, i.e. whether AT&T is sent CPN or is not sent CPN by the originating company.

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7.4 **SBC-WI only** – Where Primary Toll Carrier (PTC) arrangements are mandated, for intraLata Toll Traffic which is subject to a PTC arrangement and where **AM-WI** is the PTC, **AM-WI** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll Records, **AM-WI** shall reimburse the terminating carrier at **AM-WI**'s applicable tariffed terminating switched access rates until the terminating carrier is able to document its costs for terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

7.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

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**8 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX**

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8.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS, SWBT-AR,** and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all **SWBT-MO, SWBT-KS, SWBT-AR,** and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

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**9. INTRALATA 800 TRAFFIC**

9.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing when the Parties do not have all detailed recordings for billing. The Parties agree that AT&T will bill from its recordings. AT&T will pass the information to CUSTOMER in Exchange Message Interface (EMI) format. The passing of data to CUSTOMER will be at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

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9.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party. CUSTOMER will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or AT&T's FCC No. 1 Tariff. Billing shall be based on originating and terminating NPA/NXX.

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**10. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION**

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10.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

10.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

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10.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be

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according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CUSTOMER is the Initial Billing Company (IBC) and AT&T is the Subsequent Billing Company.

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10.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

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10.5 As detailed in the most current MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement when the Parties do not have all detailed recordings for billing the IXC. The Parties agree that AT&T will bill IXCs for originating and terminating access charges from its recordings. AT&T will pass the information in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The passing of records to accommodate MPB will be on a no charge basis.

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10.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When AT&T performs 800 database queries, AT&T will charge the end office provider for the database query in accordance with standard industry practices.

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10.7 In SBC-13STATE only, each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

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10.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. In SBC-13STATE only, the IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. SBC-13STATE acknowledges that currently there is no

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charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, SBC-13STATE will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

10.9 AT&T and CUSTOMER, agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

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10.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

## 11. INTRALATA TOLL TRAFFIC COMPENSATION

11.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

## 12. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

12.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

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12.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

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- 12.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 12.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records for that same month's usage.
- 12.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 12.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 12.7 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 12.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with AT&T, AT&T will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

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**13. BILLING FOR MUTUAL COMPENSATION, AT&T,**

- 13.1 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 13.2 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated

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with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

13.3 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

13.2 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to CUSTOMER. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

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13.3 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLF and/or PLU is adjusted based upon the audit results, the adjusted factor(s) will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated a factor or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the

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cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

**14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS**

14.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the AT&T's option to invoke on a date specified by AT&T the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

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14.2 AT&T agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the AT&T designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by AT&T, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

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14.3 AT&T and CLEC agree to carry out the FCC terminating compensation plan on the date designated by AT&T without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

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14.4 Should a regulatory agency, court or legislature change or nullify AT&T's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

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14.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

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14.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

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14.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

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14.8 The parties agree to that the foregoing rates, terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

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14.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

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**15. ADDITIONAL TERMS AND CONDITIONS**

15.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

# EXHIBIT 1

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| 13.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks: |               |

## EXHIBIT 1

Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

13.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

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# EXHIBIT 1

| LOCAL INTERCONNECTION - Florida   |   |         |      |            |       |           |              |          |                         | Interconnection Rates Exhibit    |                                      |  |  |   |   |               |
|---|---|---------|------|------------|-------|-----------|--------------|----------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|---------------|
| CATEGORY  | RATE ELEMENTS   | Interim | Zone | BCS        | USOC  | RATES(\$) |              |          |                         | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |               |
|   |   |         |      |            |       | Rec       | Nonrecurring |          | Nonrecurring Disconnect |                                  |                                      |  |  |   |   | OSS Rates(\$) |
|   |   |         |      |            |       |           | First        | Add'l    | First                   | Add'l                            | SOMEC                                | SOMAN  | SOMAN  | SOMAN   | SOMAN   | SOMAN         |
| <b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>   |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.                     |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| <b>ISP-BOUND TRAFFIC</b>  |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | ISP-bound, per MOU  |         |      |            |       |           | 0.0007       |          |                         |                                  |                                      |  |  |   |   |               |
| <b>END OFFICE SWITCHING</b>   |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | End Office Switching Function, per MOU  |         |      |            |       |           | 0.0008912    |          |                         |                                  |                                      |  |  |   |   |               |
| <b>TANDEM SWITCHING</b>   |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Tandem Switching Function Per MOU   |         |      |            |       |           | 0.0006019    |          |                         |                                  |                                      |  |  |   |   |               |
|   | Multiple Tandem Switching, per MOU (applies to intial tandem only)                              |         |      |            |       |           | 0.0006019    |          |                         |                                  |                                      |  |  |   |   |               |
|   | Tandem Intermediary Charge, per MOU*  |         |      |            |       |           | 0.0025       |          |                         |                                  |                                      |  |  |   |   |               |
| * This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.                                      |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| <b>TRUNK CHARGE</b>   |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Installation Trunk Side Service - per DS0   |         |      | OHD        | TPP6X |           | 21.73        | 8.19     |                         |                                  |                                      |  |  |   |   |               |
|   | Installation Trunk Side Service - per DS0   |         |      | OHD        | TPP9X |           | 21.73        | 8.19     |                         |                                  |                                      |  |  |   |   |               |
|   | Dedicated End Office Trunk Port Service-per DS0**   |         |      | OHD        | TDEOP | 0.00      |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Dedicated End Office Trunk Port Service-per DS1**   |         |      | OH1 OH1MS  | TDE1P | 0.00      |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Dedicated Tandem Trunk Port Service-per DS0**   |         |      | OHD        | TDWOP | 0.00      |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Dedicated Tandem Trunk Port Service-per DS1**   |         |      | OH1 OH1MS  | TDW1P | 0.00      |              |          |                         |                                  |                                      |  |  |   |   |               |
| ** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements                                |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| <b>COMMON TRANSPORT (Shared)</b>  |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Common Transport - Per Mile, Per MOU  |         |      |            |       |           | 0.0000035    |          |                         |                                  |                                      |  |  |   |   |               |
|   | Common Transport - Facilities Termination Per MOU   |         |      |            |       |           | 0.0004372    |          |                         |                                  |                                      |  |  |   |   |               |
| <b>LOCAL INTERCONNECTION (DEDICATED TRANSPORT)</b>  |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| <b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>  |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month             |         |      | OHM        | 1L5NF | 0.0091    |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month |         |      | OHM        | 1L5NF | 25.32     | 47.35        | 31.78    | 18.31                   | 7.03                             |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month                        |         |      | OHM        | 1L5NK | 0.0091    |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month            |         |      | OHM        | 1L5NK | 18.44     | 47.35        | 31.78    | 18.31                   | 7.03                             |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month                        |         |      | OHM        | 1L5NK | 0.0091    |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month            |         |      | OHM        | 1L5NK | 18.44     | 47.35        | 31.78    | 18.31                   | 7.03                             |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month                              |         |      | OH1, OH1MS | 1L5NL | 0.1856    |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month                |         |      | OH1, OH1MS | 1L5NL | 88.44     | 105.54       | 98.47    | 21.47                   | 19.05                            |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month                            |         |      | OH3, OH3MS | 1L5NM | 3.87      |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month                |         |      | OH3, OH3MS | 1L5NM | 1,071.00  | 335.46       | 219.28   | 72.03                   | 70.56                            |                                      |  |  |   |   |               |
| <b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>  |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Local Channel - Dedicated - 2-Wire Voice Grade per month  |         |      | OHM        | TEFV2 | 19.66     | 265.84       | 46.97    | 37.63                   | 4.00                             |                                      |  |  |   |   |               |
|   | Local Channel - Dedicated - 4-Wire Voice Grade per month  |         |      | OHM        | TEFV4 | 20.45     | 266.54       | 47.67    | 44.22                   | 5.33                             |                                      |  |  |   |   |               |
|   | Local Channel - Dedicated - DS1 per month   |         |      | OH1        | TEFHG | 36.49     | 216.65       | 183.54   | 24.30                   | 16.95                            |                                      |  |  |   |   |               |
|   | Local Channel - Dedicated - DS3 Facility Termination per month                                  |         |      | OH3        | TEFHJ | 531.91    | 556.37       | 343.01   | 139.13                  | 96.84                            |                                      |  |  |   |   |               |
| <b>LOCAL INTERCONNECTION MID-SPAN MEET</b>  |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Local Channel - Dedicated - DS1 per month   |         |      | OH1MS      | TEFHG | 0.00      | 0.00         |          |                         |                                  |                                      |  |  |   |   |               |
|   | Local Channel - Dedicated - DS3 per month   |         |      | OH3MS      | TEFHJ | 0.00      | 0.00         |          |                         |                                  |                                      |  |  |   |   |               |
| <b>MULTIPLEXERS</b>   |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | Channelization - DS1 to DS0 Channel System  |         |      | OH1, OH1MS | SATN1 | 146.77    | 101.42       | 71.62    | 11.09                   | 10.49                            |                                      |  |  |   |   |               |
|   | DS3 to DS1 Channel System per month   |         |      | OH3, OH3MS | SATNS | 211.19bk  | 199.28bk     | 118.64bk | 40.34bk                 | 39.07bk                          |                                      |  |  |   |   |               |
|   | DS3 Interface Unit (DS1 COCI) per month   |         |      | OH1, OH1MS | SATCO | 13.76bk   | 10.07bk      | 7.08bk   |                         |                                  |                                      |  |  |   |   |               |
| Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff. |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| <b>SIGNALING (CCS7)</b>   |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
| NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.                     |   |         |      |            |       |           |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | CCS7 Signaling Termination, Per STP Port  |         |      | UDB        | PT8SX | 135.05    |              |          |                         |                                  |                                      |  |  |   |   |               |
|   | CCS7 Signaling Usage, Per TCAP Message  |         |      |            |       | 0.0000607 |              |          |                         |                                  |                                      |  |  |   |   |               |

# EXHIBIT 1

| LOCAL INTERCONNECTION - Florida |   |         |      |     |       |           |              |       |                         |                                  | Interconnection Rates Exhibit        |  |  |   |   |               |
|---------------------------------|---|---------|------|-----|-------|-----------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|---------------|
| CATEGORY                        | RATE ELEMENTS   | Interim | Zone | BCS | USOC  | RATES(\$) |              |       |                         | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |               |
|                                 |   |         |      |     |       | Rec       | Nonrecurring |       | Nonrecurring Disconnect |                                  |                                      |  |  |   |   | OSS Rates(\$) |
|                                 |   |         |      |     |       |           | First        | Add'l | First                   | Add'l                            | SOMEc                                | SOMAN  | SOMAN  | SOMAN   | SOMAN   | SOMAN         |
|                                 | CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)   |         |      | UDB | TPP6B | 17.93     | 43.57        | 43.57 | 18.31                   | 18.31                            |                                      |  |  |   |   |               |
|                                 | CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)   |         |      | UDB | TPP9B | 17.93     | 43.57        | 43.57 | 18.31                   | 18.31                            |                                      |  |  |   |   |               |
|                                 | CCS7 Signaling Usage, Per ISUP Message  |         |      |     |       | 0.0000152 |              |       |                         |                                  |                                      |  |  |   |   |               |
|                                 | CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected                                     |         |      | UDB | CCAPO |           | 46.03        | 46.03 | 46.03                   | 46.03                            |                                      |  |  |   |   |               |
|                                 | CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected                                     |         |      | UDB | CCAPD |           |              |       |                         |                                  |                                      |  |  |   |   |               |
|                                 | CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling |         |      | UDB | TPP6X | 17.93     | 43.57        | 43.57 | 18.31                   | 18.31                            |                                      |  |  |   |   |               |
|                                 | CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling |         |      | UDB | TPP9X | 17.93     | 43.57        | 43.57 | 18.31                   | 18.31                            |                                      |  |  |   |   |               |

**EXHIBIT 1**

APPENDIX RESALE

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**APPENDIX RESALE**

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and CUSTOMER.

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1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.5 As used herein, SBC-SWBT means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.6 As used herein, SWBT-AR means the applicable above listed ILEC doing business in Arkansas.

1.7 As used herein, SWBT-KS means the applicable above listed ILEC doing business in Kansas.

1.8 As used herein, SWBT-MO means the applicable above listed ILEC doing business in Missouri.

1.9 As used herein, SWBT-OK means the applicable above listed ILEC doing business in Oklahoma.

1.10 As used herein, SWBT-TX means the applicable above listed ILEC doing business in Texas.

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- 1.11 As used herein, AM-MI means the applicable above listed ILEC doing business in Michigan.
- 1.12 As used herein, AM-IN means the applicable above listed ILEC doing business in Indiana.
- 1.13 As used herein, AM-IL means the applicable above listed ILEC doing business in Illinois.
- 1.14 As used herein, AM-OH means the applicable above listed ILEC doing business in Ohio.
- 1.15 As used herein, AM-WI means the applicable above listed ILEC doing business in Wisconsin.
- 1.16 As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.17 As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.18 As used herein, SNCT means the applicable above listed ILEC doing business in Connecticut.
- 1.19 The prices at which AT&T agrees to provide CUSTOMER with Resale Services are contained in the applicable Resale Rate Exhibit and/or the applicable Commission ordered tariff where stated.
- 1.20 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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## 2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in the Resale Rate Exhibit or applicable Commission ordered tariff. Except as otherwise expressed herein, consistent with AT&T's obligation under Section 251(c)(4)(A) of the Act and in accordance with state laws, rules, regulations, and state Commission orders allowing any applicable limitation on Resale, CUSTOMER may resell other Telecommunications Services offered at retail by AT&T at the discount set forth in the Resale Rate Exhibit.

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- 2.1.1 This section applies only to SWBT-KS:

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2.1.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll.

2.2 AT&T and SBC-13STATE will offer products and services to CUSTOMER for resale pursuant to applicable law and relevant decisions of the appropriate Commission.

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2.3 Telecommunications Services will be offered by AT&T and SBC-13STATE to CUSTOMER for resale on terms and conditions that are reasonable and nondiscriminatory.

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2.4 Grandfathered services are available per appropriate state specific tariff to CUSTOMER for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T or SBC-13STATE provides the service, either at retail or through resale.

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### 3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AT&T or SBC-13STATE to AT&T's or SBC-13STATE's End Users through tariff(s), the rules and regulations associated with AT&T's or SBC-13STATE's retail tariff(s) shall apply when the services are resold by CUSTOMER, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply to the extent such tariff restrictions are not inconsistent with CUSTOMER's obligation under 251(b)(1) of the Act. Use limitations shall be in parity with services offered by AT&T and SBC-13STATE to its End Users.

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\*3.2 CUSTOMER may resell Centrex and Centrex-like services in accordance with state and federal laws, rules, regulations and commission orders; provided however, CUSTOMER shall in all circumstances conform CUSTOMER's service offerings to applicable state and federal laws, rules, regulations and Commission orders.

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3.3 AT&T and SBC-13STATE will offer aggregation for the purpose of resale volume discounts where it is not inconsistent with arbitration or orders, which impact CUSTOMERs on a general basis such as State rulemaking proceedings.

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3.3.1 This section applies only to SWBT-TX:

\* This Section 3.2 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between CUSTOMER and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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3.3.1.1 Within the State of Texas, based upon the Texas Commission’s arbitration order, **SWBT-TX** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 CUSTOMER shall not resell residential class of service to End Users who are not eligible to purchase residential class of service.

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3.4.1 CUSTOMER may only resell “special needs services,” pursuant to requirements established by the appropriate state regulatory body or state specific tariff, to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. To the extent CUSTOMER resells services that require certification on the part of the End User, CUSTOMER shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, AT&T and CUSTOMER do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

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- 3.4.1.1 [Paragraph deleted in its entirety.]
- 3.4.1.2 [Paragraph deleted in its entirety.]
- 3.4.1.3 [Paragraph deleted in its entirety.]

3.4.2 This section applies only to **AT&T, SBC-SWBT, SBC-OH, SBC-WI, SBC-MI,** and **SBC-IN.**

3.4.2.1 CUSTOMER may only resell low income assistance services, e.g., LifeLine and Link-Up services, pursuant to requirements established by the appropriate state regulatory body or state specific tariff, to persons who are eligible for each such service. To the extent CUSTOMER resells services that require certification on the part of the End User, CUSTOMER shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, AT&T and CUSTOMER do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

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- 3.4.2.2 [Paragraph deleted in its entirety.]
- 3.4.2.3 [Paragraph deleted in its entirety.]
- 3.4.2.4 [Paragraph deleted in its entirety.]

3.4.3 This section applies only to **PACIFIC, SNET, NEVADA,** and **AM-IL:**

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3.4.3.1 PACIFIC, SNET, NEVADA, and AM-IL LifeLine and Link-Up services are not available for resale.

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3.4.3.3 [Paragraph deleted in its entirety.]

3.4.3.3.1 [Paragraph deleted in its entirety.]

3.4.3.4 [Paragraph deleted in its entirety.]

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3.4.4.2 [Paragraph deleted in its entirety.]

3.4.4.3 [Paragraph deleted in its entirety.]

3.4.4.4 [Paragraph deleted in its entirety.]

3.4.4.5 [Paragraph deleted in its entirety.]

## 3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in the Resale Rate Exhibit in the “Resale” category and in accordance with state specific Commission requirements.

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3.5.2 This section applies only to NEVADA and SWBT-MO:

3.5.2.1 NEVADA and SWBT-MO promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.3 This section applies only to AT&T, PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK:

3.5.3.1 AT&T, PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK promotions of ninety (90) days or less are not available to CUSTOMER for resale.

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3.5.4 This section applies only to SWBT-KS:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.

3.5.5 This section applies only to SWBT-TX:



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Resale Rate Exhibit and/or applicable Commission ordered tariff where stated. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.3 When CUSTOMER converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to any other applicable charges. CUSTOMER will receive a wholesale discount on all non-recurring service order charges for the services listed in the Resale Rate Exhibit and/or applicable Commission ordered tariff.

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Deleted: under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.4 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AT&T's or SBC-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

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3.11.5 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T's or SBC-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.11.6 As used herein, "secondary service order charge" is the record change charge for a customer(s) existing service from AT&T to a Competitive Local Exchange Carrier (CLEC) service per the applicable state tariff. This service must remain at the same service location. If a customer requests to add or delete features, the standard tariff charges and conditions associated with the features apply in addition to the Secondary Service Order Charge. The Secondary Service Order Charge is applied per service order.

Deleted: the attached Table 3.11 and will apply. It is the intent of the Parties that Table 3.11 contain rate elements for all of the applicable service order, conversion and non-recurring charges that are set forth in SBC-13STATE's tariff, and Table 3.11 may be updated periodically by SBC-13STATE to reflect any additions, deletions or modifications of such rate elements. The associated charges for each such rate element shall apply as set forth in Appendix PRICING or, if the rate is not present in Appendix PRICING, as set forth in SBC-13 STATE

3.11.7 The applicable rate elements (not rates) for the service order charges and non-recurring charges referenced in sections 3.11.1, 3.11.3 and 3.11.4 are set forth in AT&T's tariff.

Deleted: Recurring charges are not addressed by Table 3.11 and continue to apply per section 3.11.2. Table 3.11 is illustrative. Resale scenarios not addressed in Table 3.11 will be governed exclusively by SBC-13STATE's tariff. This includes, by way of example and not by way of limitation, Centrex services.¶

3.12 If CUSTOMER is in violation of any provision of this Appendix, AT&T or SBC-13STATE will notify CUSTOMER of the violation in writing. Such notice shall refer to the specific provision being violated. CUSTOMER will have thirty (30) calendar days to correct the violation and notify AT&T or SBC-13STATE in writing that the violation has been corrected. Should CUSTOMER dispute the stated violation, CUSTOMER must notify AT&T and SBC-13STATE in writing of the

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specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T and SBC-13STATE and comply with Sections 8.4 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CUSTOMER of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

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- 3.13 AT&T/SBC-13STATE's services are not available at wholesale rates to CUSTOMER for its own use or for the use of any of CUSTOMER's affiliates and/or subsidiaries or the use of CUSTOMER's parent or any affiliate and/or subsidiary of CUSTOMER's parent company which provide any telecommunications services as defined in the Act, if any.

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- 3.14 This section applies only to SWBT-KS, SWBT-MO and SWBT-TX:

3.14.1 CLEC may convert current retail SWBT-KS, SWBT-MO and SWBT-TX End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas, Missouri or Texas, provided, however, if the Customer Service Record (CSR) for the End User does not reflect the existence of a CSP Contract, then AT&T and SBC-13STATE agrees to release End User and not assess term liability, unless the contract was entered into less than fifteen (15) days prior to CLEC pulling the CSR.

3.14.2 SWBT-KS, SWBT-MO and SWBT-TX and any other reseller of SWBT-KS, SWBT-MO or SWBT-TX local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and SWBT-KS, SWBT-MO or SWBT-TX shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with CSP Contract Conversions:

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail SWBT-KS, SWBT-MO or SWBT-TX or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for

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- tariffed volume and term contracts. CLEC may assume SWBT-MO CSP and ICB contracts and tariffed volume and term contracts, but receives no wholesale discount.
- 3.14.4.2 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to SWBT-KS, SWBT-MO or SWBT-TX or any other local service provider reselling SWBT-KS, SWBT-MO or SWBT-TX local service.
- 3.14.4.3 If another reseller of SWBT-KS, SWBT-MO or SWBT-TX local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that SWBT-KS, SWBT-MO or SBC-TX has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against SWBT-KS, SWBT-MO or SWBT-TX in connection with any conversion by another reseller of SWBT-KS, SWBT-MO or SWBT-TX local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of SWBT-KS, SWBT-MO and SWBT-TX in connection with CSP Contract Conversions
- 3.14.5.1 SWBT-KS, SWBT-MO or SWBT-TX will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 SWBT-KS, SWBT-MO or SWBT-TX will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to SWBT-KS, SWBT-MO or SWBT-TX.
- 3.15 This section applies only to AT&T and SBC-AMERITECH:
- 3.15.1 AT&T and SBC-AMERITECH retail contracts, including ICB contracts, may be assumed. Retail contracts for grandfathered and/or sunsetted services may be assumed for the same limited group of existing customers with the same terms and conditions.
- 3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:
- 3.15.2.1 AM-IL retail and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

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- 3.15.2.2 AM-MI retail and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.
- 3.15.2.3 AM-OH, and AM-WI and AT&T retail and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.15.2.4 AM-IN retail and Individual Case Basis (ICB) contracts that are assumed will receive a wholesale discount of 3.39%.
- 3.15.2.5 If CUSTOMER elects to terminate an AT&T / SBC-AMERITECH retail contract which CUSTOMER had previously assumed, CUSTOMER will be assessed the applicable termination charges remaining unless CUSTOMER elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CUSTOMER receives for the previously assumed but now terminated contract.

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## 4. ANCILLARY SERVICES

- 4.1 Where available, AT&T will afford CUSTOMER's End Users the ability to make 911 calls. AT&T shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges on behalf of CUSTOMER. When requested by AT&T, CUSTOMER shall provide AT&T with accurate and complete information regarding CUSTOMER's End User(s) in a format and time frame prescribed by AT&T for purposes of E911 administration.
  - 4.1.1 Should any CUSTOMER End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 [Paragraph deleted in its entirety.]
- 4.3 Additional Listing services, as set forth in the applicable AT&T tariff, may be purchased by CUSTOMER for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings

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- 4.4.1 CUSTOMER hereby releases AT&T and SBC-13STATE from any and all liability for damages due to errors or omissions in CUSTOMER's End User listing information as provided to AT&T and SBC-13STATE under this Appendix, and/or CUSTOMER's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. However, in the event AT&T and SBC-13STATE compensate their own End Users for directory listing errors, AT&T and SBC-13STATE shall compensate CUSTOMER on a comparable basis for directory listing errors.
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- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CUSTOMER shall indemnify, protect, save harmless and defend AT&T and SBC-13STATE and AT&T's and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission by CUSTOMER in providing CUSTOMER's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CUSTOMER shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CUSTOMER and AT&T and SBC-13STATE, and/or against AT&T/SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CUSTOMER's End User listing information in the White Pages directory, AT&T/SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CUSTOMER, in which event the CUSTOMER shall reimburse AT&T/SBC-13STATE for reasonable attorney's fees and other expenses incurred by AT&T/SBC-13STATE in handling and defending such demand, claim and/or suit.
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- 4.4.3 [Paragraph deleted in its entirety.]
  
- 4.5 Each CUSTOMER end user will receive one copy per primary End User listing of AT&T's/SBC-13STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T's/SBC-13STATE's End Users.
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- 4.5.1 If CUSTOMER's End User already has a current AT&T /SBC-13STATE local White Pages directory, AT&T/SBC-13STATE shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
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- 4.6 Subject to any blocking that may be ordered by CUSTOMER for its End Users', to the extent Directory Assistance (DA) services are provided to AT&T and SBC-
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13STATE End Users, AT&T and SBC-13STATE shall provide CUSTOMER's End Users access to AT&T and SBC-13STATE Directory Assistance services. CUSTOMER shall pay AT&T and SBC-13STATE the charges attributable to Directory Assistance services utilized by CUSTOMER's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in the applicable AT&T tariff.

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4.7 SBC-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which AT&T and SBC-13STATE include Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CUSTOMER's request, subject to the guidelines set forth above.

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4.8 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SBC-8STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.

4.9 Except where expressly stated the terms and conditions for including CUSTOMER End User listings in AT&T/SBC-AMERITECH White Page directories as well as distribution of such directories to CUSTOMER and/or CUSTOMER End User's is a product offering available through a non-regulated subsidiary of SBC-AMERITECH/AT&T.

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4.10 Subject to any blocking that may be ordered by CUSTOMER for its End Users', AT&T and SBC-13STATE will provide access to Operator Services ("OS") to CUSTOMER's End Users to the same extent it provides OS to its own End Users. CUSTOMER shall pay the charges associated with the utilization of OS by CUSTOMER's End Users. Discounts associated with the utilization of OS are set forth in the Resale Rate Exhibit.

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4.11 AT&T and SBC-13STATE shall also offer CUSTOMER the opportunity to customize route its End Users' DA/OS calls where technically feasible. CUSTOMER must have dedicated transport at each End Office where customized routing is requested. CUSTOMER agrees to pay AT&T and SBC-13STATE appropriate charges associated with customized routing on an ICB basis.

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4.12 Payphone Services

4.12.1 CUSTOMER may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CUSTOMER by means of reselling AT&T’s and SBC-13STATE’s services offered pursuant to the appropriate payphone section(s) of AT&T’s and SBC-13STATE’s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered AT&T and SBC-13STATE to compensate PSP customers of CUSTOMERs that resell AT&T’s services for certain calls originated from pay telephones and received by AT&T and SBC-13STATE the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”

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4.12.2 The Parties desire that AT&T and SBC-13STATE satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CUSTOMER by paying the Payphone Compensation to CUSTOMER, who will then forward the Payphone Compensation directly to the PSPs.

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4.12.3 AT&T and SBC-13STATE will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC AT&T and SBC-13STATE will pay Payphone Compensation to CUSTOMER only for:

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4.12.3.1 IntraLATA subscriber 800 calls for which AT&T and SBC-13STATE provide the 800 service to the subscriber and carries the call; and

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4.12.3.2 IntraLATA calls placed using AT&T’s and SBC-13STATE’s prepaid calling card platform and carried by AT&T and SBC-13STATE.

4.12.4 AT&T and SBC-13STATE will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 AT&T and SBC-13STATE will pay CUSTOMER the Payphone Compensation due to CUSTOMER’s PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment

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may be made later than sixty (60) calendar days if AT&T and SBC-13STATE deem it necessary to investigate a call or calls for possible fraud.

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4.12.6 AT&T and SBC-13STATE will make payment of any Payphone Compensation due to CUSTOMER under this Appendix by crediting CUSTOMER's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AT&T and SBC-13STATE will not issue a check to CUSTOMER if the credit for Payphone Compensation exceeds the balance due to AT&T and SBC-13STATE on the bill, unless there has been a credit balance for the previous three (3) months.

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4.12.7 Nothing in this Appendix entitles CUSTOMER to receive or obligates AT&T and SBC-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

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4.12.8 CUSTOMER represents and warrants that the only AT&T and SBC-13STATE services that CUSTOMER will make available to PSPs as Payphone Lines are the payphone services that AT&T and SBC-13STATE offer pursuant to the appropriate payphone section(s) of AT&T's and SBC-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.

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4.12.9 Except as provided otherwise in this Section 4.9.9, CUSTOMER shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CUSTOMER's customer for that Payphone Line. CUSTOMER shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AT&T/SBC-13STATE pay any Payphone Compensation to CUSTOMER later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CUSTOMER shall pay the entire amount of such Payphone Compensation to the PSP that is CUSTOMER's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AT&T/SBC-13STATE.

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4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CUSTOMER shall indemnify, protect, save harmless and defend AT&T and SBC-13STATE and AT&T's and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party,

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including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 CUSTOMER's failure to comply with all the terms and conditions of this Appendix; or

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4.12.10.2 Use by a PSP customer of CUSTOMER of any service other than a Payphone Line to provide pay telephone service; or

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4.12.10.3 False representation by CUSTOMER.

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## 4.13 Suspension of Service

4.13.1 CUSTOMER may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

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4.13.2 AT&T will offer CUSTOMER local service provider initiated suspension service for CUSTOMER's purposes at the associated AT&T state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained on the AT&T Interconnection website.

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4.13.2.1 CUSTOMER shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

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4.13.2.2 Should CUSTOMER suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CUSTOMER shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

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4.13.2.3 Should CUSTOMER suspend service for one of its End Users and subsequently issue a restoral order, CUSTOMER shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

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## 5. BRANDING

5.1 Except where otherwise required by law, CUSTOMER shall not, without AT&T's and SBC-13STATE's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos,

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**EXHIBIT 1**

insignia, symbols or decorative designs of AT&T and SBC-13STATE or their Affiliates, nor shall CUSTOMER state or imply that there is any joint business association or similar arrangement with AT&T and SBC-13STATE in the provision of Telecommunications Services to CUSTOMER's customers.

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5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, AT&T and SBC-13STATE will brand Operator Services (OS) and/or Directory Assistance (DA) in CUSTOMER's name as outlined below:

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5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where AT&T/SBC-13STATE provide CUSTOMER OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since AT&T/SBC-13STATE's DA and OS utilize the same trunk group, CUSTOMER will receive the same brand for both DA and OS.

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5.2.3 CUSTOMER agrees and warrants that it will provide to AT&T and SBC-13STATE a name to be used for branding covered by this Appendix that matches the name in which CUSTOMER is certified to provide local Telecommunications Services by the applicable state Commission.

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5.3 Call Branding

5.3.1 AT&T and SBC-13STATE will brand OS/DA in CUSTOMER's name based upon the information provided by CUSTOMER and as outlined below:

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5.3.1.1 SBC-SWBT and SNET - CLEC will provide written specifications of its company name to be used by SBC-SWBT or SNET to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

5.3.1.2 PACIFIC/NEVADA - CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.3.1.3 AT&T and SBC-AMERITECH - CUSTOMER will provide written specifications of its company name to be used by AT&T and SBC-AMERITECH to brand CUSTOMER OS/DA calls,

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when technically feasible and available, in accordance with the process outlined in the OSQ. CUSTOMER attests that it has been provided a copy of the OSQ.

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5.4 Branding Load Charges:

5.4.1 AT&T, SBC-SWBT and SBC-Ameritech - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CUSTOMER specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by AT&T, SBC-SWBT and SBC-Ameritech on behalf of CUSTOMER when multiple brands are required on a single Operator Services trunk. This charge is set forth in Resale Rate Exhibit.

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5.4.2 PACIFIC/NEVADA/SNET - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to branding announcement. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

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6. OS/DA RATE/REFERENCE INFORMATION

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6.4 When an AT&T or SBC-13STATE Operator receives a rate request from a CUSTOMER End User, where technically feasible and available, AT&T or SBC-13STATE will quote the applicable OS/DA rates as provided by the CUSTOMER.

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6.4.1 AT&T, PACIFIC/NEVADA/SBC-AMERITECH - In the interim, when an Operator receives a rate request from a CUSTOMER End User, AT&T, PACIFIC/NEVADA/SBC-AMERITECH will transfer the CUSTOMER End User to a customer care number specified by the CUSTOMER on the OSQ. When AT&T, PACIFIC/NEVADA/SBC-AMERITECH has the capability to quote specific CUSTOMER rates and reference information, the Parties agree that the transfer option will be eliminated.

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7. RESPONSIBILITIES OF AT&T and SBC-13STATE

7.1 AT&T and SBC-13STATE shall allow CUSTOMER to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T and SBC-13STATE shall provide interface specifications for electronic access for these functions to CUSTOMER. However, CUSTOMER shall be responsible for modifying and connecting any of its systems with AT&T and SBC-13STATE-provided interfaces, as outlined in Appendix OSS.

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7.2 AT&T and SBC-13STATE shall implement CUSTOMER service orders in accordance with industry standards and state requirements. At a minimum, AT&T and SBC-13STATE shall implement CUSTOMER service orders within the same time intervals AT&T and SBC-13STATE use to implement service orders for similar services for its own End Users.

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7.2.1 Methods and procedures for ordering are outlined on the AT&T Interconnection website. All Parties agree to abide by the procedures contained therein. AT&T agrees to maintain the provisions on the AT&T Interconnection website with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CUSTOMER's service to End Users, the Parties will cooperatively work to implement the change.

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7.3 CUSTOMER will have the ability to report trouble for its End Users to the appropriate AT&T and SBC-13STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CUSTOMER will be assigned customer contact center(s) when initial service agreements are made. CUSTOMER End Users calling AT&T/SBC-13STATE will be referred to CUSTOMER at the number provided by CUSTOMER. Nothing herein shall be interpreted to authorize CUSTOMER to repair, maintain, or in any way touch AT&T's and SBC-13STATE's network facilities, including those on End User premises.

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7.3.1 Methods and procedures for trouble reporting are outlined on the AT&T Interconnection website. All Parties agree to abide by the procedures contained therein. AT&T agrees to maintain the provisions on the AT&T Interconnection website consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CUSTOMER's service to End Users, the Parties will cooperatively work to implement the change.

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7.4 AT&T will timely provide CUSTOMER with detailed billing information necessary for CUSTOMER to issue monthly bill(s) to its End User(s). CUSTOMER has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the

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Agreement to which this Appendix is attached. Should CUSTOMER elect to subscribe to the DUF, CUSTOMER agrees to pay AT&T the charges specified in the Resale Rate Exhibit.

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7.5 AT&T and SBC-13STATE shall make Telecommunications Services that AT&T and SBC-13STATE provide at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. AT&T and SBC-13STATE will notify CUSTOMER of any changes in the terms and conditions under which AT&T and SBC-13STATE offer Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, at least sixty (60) calendar days prior to the expected effective date of such change unless such notice is not feasible because of state specific or FCC requirements.

7.5.1 AT&T and SBC-13STATE currently make such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CUSTOMER for resale shall advise CUSTOMER of the category in which such new service shall be placed, and the same discount already applicable to CUSTOMER in that category shall apply to the new service.

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7.6 CUSTOMER's End User's activation of Call Trace shall be handled by the AT&T and SBC-13STATE operations centers responsible for handling such requests. AT&T and SBC-13STATE shall notify CUSTOMER of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CUSTOMER's End Users (whether that End User is the victim or the suspect) will be coordinated through CUSTOMER.

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7.6.1 CUSTOMER acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CUSTOMER's responsibility to provide additional information necessary for any police investigation.

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7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CUSTOMER shall indemnify AT&T and SBC-13STATE against any Claim that insufficient information led to inadequate prosecution.

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7.6.2 AT&T and SBC-13STATE shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to PACIFIC:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service (“TARS”) is a service that monitors traffic patterns associated with a CLEC’s resold lines. On no less than thirty (30) calendar days written notice, CLEC may order PACIFIC’s TARS. In providing TARS to CLEC, PACIFIC notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that PACIFIC will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide PACIFIC with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. PACIFIC grants to CLEC a non-exclusive right to use the information provided by PACIFIC. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay PACIFIC a recurring usage rate as set forth in Appendix Pricing in the “OTHER (Resale)” category listed as “Traffic Alert Referral Service.”

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. PACIFIC takes no responsibility, will not investigate, and will make no adjustments to CLEC’s account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, PACIFIC shall not be liable for any damages to CLEC or to any other person or entity for PACIFIC’s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold PACIFIC harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable

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attorney fees, resulting from or in connection with CLEC’s use of PACIFIC’s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of PACIFIC or its employees

7.8 This section applies only to PACIFIC:

7.8.1 PACIFIC will make available to CLEC an optional service, Repair Transfer Service (“RTS”). In the event a CLEC’s End User dials 611 (811-8081 for Priority Business customers) for repair, PACIFIC will provide a recorded announcement of the CLEC name and number and PACIFIC will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to PACIFIC at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the “Other (RESALE)” category listed as “Repair Transfer Service.” Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CUSTOMER

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8.1 Prior to submitting an order under this Appendix, CUSTOMER shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T and SBC-13STATE shall abide by the same applicable laws and regulations.

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8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T/SBC-13STATE or CUSTOMER that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User’s account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

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8.2.1 AT&T and SBC-13STATE shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier’s request and that competitive local exchange carrier’s assurance that proper End User authorization has been obtained.

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CUSTOMER shall make any such authorization it has obtained available to AT&T and SBC-13STATE upon request and at no charge.

8.2.2.1 The following applies to AM-MI only:

The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T and SBC-13STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

8.5 Should AT&T receive an order from CUSTOMER for services under this Appendix, and AT&T is currently providing the same services to another local service provider for the same End User, CUSTOMER agrees that AT&T may notify the local service provider from whom the End User is being converted of CUSTOMER's order coincident with or following processing CUSTOMER's order. It shall then be the responsibility of the former local service provider of record and CUSTOMER to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CUSTOMERS or from AT&T.

Deleted: If either Party, at the request of the other Party, agrees to investigate an alleged incidence of slamming, the investigating Party shall charge requesting Party an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

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8.5.1 If AT&T/SBC-13STATE receives an order from another local service provider to convert services for an End User for whom CUSTOMER is the current local service provider of record, and if CUSTOMER already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then AT&T/SBC-13STATE shall notify CUSTOMER of such order coincident with or following processing such order. It shall be the responsibility of CUSTOMER and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CUSTOMERS or from AT&T/SBC-13STATE.

8.5.2 On no less than sixty (60) calendar days advance written notice, CUSTOMER may, at its option, subscribe to the LDR. Prior to subscription, at CUSTOMER's request, the current WTN pricing and applicable transmission charges will be provided to CUSTOMER. AT&T/SBC-

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13STATE will furnish the following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number (“WTN”), and terminal number of all End Users who have disconnected CUSTOMER’s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CUSTOMER shall pay AT&T/SBC-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR. AT&T/SBC-13STATE grant to CUSTOMER a non-exclusive right to use the LDR information provided by AT&T/SBC-13STATE. CUSTOMER will not permit anyone but its duly authorized employees or agents to inspect or use this information.

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8.6 CUSTOMER is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CUSTOMER’s location and its End Users’ service locations; provided, however, CUSTOMER shall not be responsible for payment of charges for any retail services furnished by AT&T and SBC-13STATE directly to End Users

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8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T and SBC-13STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to CUSTOMER for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T and SBC-13STATE.

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8.7 AT&T and SBC-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CUSTOMER. All applicable rates and charges for services provided to CUSTOMER under this Appendix will be billed directly to CUSTOMER and shall be the responsibility of CUSTOMER; provided, however, that CUSTOMER shall not be responsible for payment of charges for any retail services furnished by AT&T and SBC-13STATE directly to End Users

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8.7.1 Charges billed to CUSTOMER for all services provided under this Appendix shall be paid by CUSTOMER regardless of CUSTOMER’s ability or inability to collect from its End Users for such services.

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8.8 If CUSTOMER does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CUSTOMER to order the appropriate toll restriction or blocking on lines resold to End Users. CUSTOMER acknowledges that blocking is not available for certain types of calls, including 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

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blocking systems. CUSTOMER 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.

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8.9 CUSTOMER shall be responsible for modifying and connecting any of its systems with AT&T and SBC-13STATE-provided interfaces as described in this Appendix and Appendix OSS.

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8.10 CUSTOMER shall be responsible for providing to its End Users and to AT&T and SBC-13STATE a telephone number or numbers that CUSTOMER's End Users may use to contact CUSTOMER in the event that the End User desires a repair/service call.

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8.10.1 In the event that CUSTOMER's End Users contact AT&T/SBC-13STATE with regard to repair requests, AT&T/SBC-13STATE shall inform such End Users to call CUSTOMER and may provide CUSTOMER's contact number.

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8.11 CUSTOMER acknowledges and agrees that, in the event CUSTOMER makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CUSTOMER shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

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8.12 In good faith, CUSTOMER will provide non-binding forecasts to AT&T/SBC-13STATE every January and July using the AT&T/SBC-13STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CUSTOMER's best estimates and will include all resale products CUSTOMER will be ordering within the forecast period.

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**9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

9.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

# EXHIBIT 1

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| <b>Page 8: [1] Deleted</b>   | <b>Author</b> |
| <p>Description:</p> <p>Following are the service charge descriptions that are applicable for Wisconsin residence and business accounts.</p> <p>Wisconsin service charges can be grouped into three main categories:</p> <ul style="list-style-type: none"> <li>Service Ordering Charge</li> <li>Line Connection Charge</li> <li>Installation Charges (IC)</li> </ul> |               |

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| <p>One service ordering charge is applicable when all the work or service is ordered at the same time for the same account and is performed or provided on the same premises.</p> <p>There are three types of Service Ordering Charges. They are:</p> |               |

| <b>Order Type</b>                          | <b>Description:</b>   |
|--|---|
| Service Ordering - Establish               | for connecting new or additional facilities per end user request  |
| Service Ordering - Add or Change           | for moving or changing existing service or adding new or additional service other than new central office lines, per end user request         |
| Service Ordering - Record Type Orders Only | applicable for changes for Telecommunications Carrier requests which do not involve central office or premise work (e.g., directory listings) |

There are two types of Line Connection Charges. They are:

| <b>Order Type</b>                     | <b>Description:</b>   |
|---------------------------------------|---|
| Central Office Line Connection Charge | for establishing a central office line; up to and including the Standard Network Interface (SNI), protector, or its equivalent (demarcation point) inside the end user's premises.<br>per central office line |
| Central Office Work Charge            | for work performed in the central office to change existing service   |

# EXHIBIT 1

|  |                         |
|--|-------------------------|
|  | per central office line |
|--|-------------------------|

An Installation Charge (IC) applies as a one-time charge at the time of installation for a specific product and is in addition to any other service ordering charges.

## “AS-IS” Assume/Conversion/Migration Order

Following are the applicable service charge elements for a Telecommunications Carrier (TC) to:

assume an existing account “as-is” without any changes/additions/deletions

| Class of Service     | Applicable Charges                         |
|----------------------|--|
| Residence & Business | Service Ordering - Record Type Orders Only |

## “AS-SPECIFIC” Conversion of Existing Service with Additions/Changes to Service

Following are the applicable service charge elements for a Telecommunications Carrier (TC) to:

assessed when moving, adding or changing existing telephone service; or adding a new line(s) on a Change (C) order

| Class of Service     | Applicable Charges  |
|----------------------|---|
| Residence & Business | Service Ordering - Add or Change<br>Central Office Line<br>Connection Charge ** |

**Note:** \*\* One Central Office Line Connection charge applies for each line connected.

## New Orders and Move Orders

Following are the applicable service charge elements for a Telecommunications Carrier (TC) to:

establish a new end user account via N (New) order, or to transfer an existing end user account from one address to a new address via Move order

| Class of | Applicable Charges |
|----------|--------------------|
|----------|--------------------|

## EXHIBIT 1

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| <b>S<br/>e<br/>r<br/>v<br/>i<br/>c<br/>e</b> |   |
| Residence<br>&<br>Business                   | Service Ordering - Establish<br>Central Office Line<br>Connection Charge ** |

**Note:** \*\*One Central Office Line Connection charge applies for each line connected.

### Add Line(s)

Following are the applicable service charge elements for a TC to:

establish an additional line for an end user on an existing account via C (Change) order

| <b>Class of<br/>S<br/>e<br/>r<br/>v<br/>i<br/>c<br/>e</b> | <b>Applicable Charges</b>   |
|---|---|
| Residence<br>&<br>Business                                | Service Ordering - Establish<br>Central Office Line<br>Connection Charge ** |

**Note:** \*\*One Central Office Line Connection charge applies for each line connected.

### Telephone Number Change

Following are the applicable service charge elements for a TC to:

change the telephone number for an end user via C (Change) order

| <b>Class of<br/>S<br/>e<br/>r<br/>v<br/>i<br/>c<br/>e</b> | <b>Applicable Charges</b>   |
|---|---|
| Residence<br>&<br>Business                                | Service Ordering - Add or<br>Change<br>Central Office Work Charge |

## EXHIBIT 1

**Note:** \*\* One Central Office Work Charge applies for each telephone number changed.

### Toll Restriction

Following are the applicable service charge elements for a TC to:

add Toll Restriction Service for an end user via C (Change) order

| Class of Service | Applicable Charges        |
|------------------|---------------------------|
| Residence        | none                      |
| Business         | not available to business |

### Miscellaneous Requests

Following are the applicable service charge elements for a TC to add/change the following services to an existing end user:

| Activity   | Business  | Residence              |
|--|---|------------------------|
| establish Custom Calling feature<br>change from one Custom Calling feature to another<br>change Speed Call 8 to Speed Call 30, or vice versa | Installation Charge<br>Central Office Work Charge | Installation Charge ** |
| establish Advanced Custom Calling feature<br>change from one Advanced Custom Calling feature to another                                      | Installation Charge<br>Central Office Work Charge | Installation Charge ** |
| establish Alternate Answer, Busy Line Transfer or Message Waiting  | none  | none                   |
| establish 900 and/or 976 Blocking  | none  | none                   |

# EXHIBIT 1

|   |  |  |
|---|--|--|
| Additional Listings<br>add<br>change<br>remove  | Record Type<br>Orders<br>Only<br>Record Type<br>Orders<br>Only<br>none         | Record Type Orders<br>Only<br>Record Type Orders<br>Only<br>none         |
| Address<br>change, add, delete<br>Community Des<br>change due to Post<br>Office<br>omit from Directory<br>other | none<br>none<br>Record Type<br>Orders<br>Only<br>Record Type<br>Orders<br>Only | none<br>none<br>Record Type Orders<br>Only<br>Record Type Orders<br>Only |
| Non-Published/Non-<br>Listed<br>change to listed<br>establish, with no<br>number change                         | none<br>Record Type<br>Orders<br>Only  | none<br>Record Type Orders<br>Only                                       |

**Note:** \*\* When adding only one Custom Calling/Advanced Custom Calling feature to existing residence service, one Installation Charge (IC) per order is applicable. The IC is not applicable to residence end users subscribing to more than one Custom Calling/Advance Custom Calling feature or Multi-Ring Service on the same order.

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in the “Other (Resale)” category, listed as “conversion charges,” and are applied per billable telephone number.

# EXHIBIT 1

| RESALE DISCOUNTS & RATES - Florida  |  |         |      |     |       |            |              |       |                         |                                  | Resale Rates Exhibit                 |  |  |   |   |               |
|---|--|---------|------|-----|-------|------------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|---------------|
| CATEGORY  | RATE ELEMENTS  | Interim | Zone | BCS | USOC  | RATES(\$)  |              |       |                         | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |               |
|   |  |         |      |     |       | Rec        | Nonrecurring |       | Nonrecurring Disconnect |                                  |                                      |  |  |   |   | OSS Rates(\$) |
|   |  |         |      |     |       |            | First        | Add'l | First                   | Add'l                            | SOMEc                                | SOMAN  | SOMAN  | SOMAN   | SOMAN   | SOMAN         |
| <b>RESALE APPLICABLE DISCOUNTS</b>  |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Residence %  |         |      |     |       | 21.83      |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Business %   |         |      |     |       | 16.81      |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | CSAs %   |         |      |     |       | 16.81      |              |       |                         |                                  |                                      |  |  |   |   |               |
| <b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>  |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only |         |      |     | SOMEc | 3.50       | 0.00         | 3.50  | 0.00                    |                                  |                                      |  |  |   |   |               |
|   | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only     |         |      |     | SOMAN | 19.99      | 0.00         | 19.99 | 0.00                    |                                  |                                      |  |  |   |   |               |
| <b>ODUF/EODUF SERVICES</b>  |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
| <b>OPTIONAL DAILY USAGE FILE (ODUF)</b>   |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | ODUF: Recording, per message   |         |      |     |       | 0.0000071  |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | ODUF: Message Processing, per message  |         |      |     |       | 0.002146   |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | ODUF: Message Processing, per Magnetic Tape provisioned                              |         |      |     |       | 35.91      |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | ODUF: Data Transmission (CONNECT:DIRECT), per message                                |         |      |     |       | 0.00010375 |              |       |                         |                                  |                                      |  |  |   |   |               |
| <b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>   |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | EODUF: Message Processing, per message   |         |      |     |       | 0.080698   |              |       |                         |                                  |                                      |  |  |   |   |               |
| <b>SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)</b>  |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Selective Routing Per Unique Line Class Code Per Request Per Switch                  |         |      |     |       | 93.55      | 93.55        | 12.71 | 12.71                   |                                  |                                      |  |  |   |   |               |
| <b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>  |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Recording of DA Custom Branded Announcement  |         |      |     |       | 3,000.00   | 3,000.00     |       |                         |                                  |                                      |  |  |   |   |               |
|   | Loading of DA Custom Branded Announcement per Switch per OCN                         |         |      |     |       | 1,170.00   | 1,170.00     |       |                         |                                  |                                      |  |  |   |   |               |
| <b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>  |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Loading of DA per OCN (1 OCN per Order)  |         |      |     |       | 420.00     | 420.00       |       |                         |                                  |                                      |  |  |   |   |               |
|   | Loading of DA per Switch per OCN   |         |      |     |       | 16.00      | 16.00        |       |                         |                                  |                                      |  |  |   |   |               |
| <b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>   |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Recording of Custom Branded OA Announcement  |         |      |     |       | 7,000.00   | 7,000.00     |       |                         |                                  |                                      |  |  |   |   |               |
|   | Loading of Custom Branded OA Announcement per shelf/NAV per OCN                      |         |      |     |       | 500.00     | 500.00       |       |                         |                                  |                                      |  |  |   |   |               |
|   | Loading of OA Custom Branded Announcement per Switch per OCN                         |         |      |     |       | 1,170.00   | 1,170.00     |       |                         |                                  |                                      |  |  |   |   |               |
| <b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>   |  |         |      |     |       |            |              |       |                         |                                  |                                      |  |  |   |   |               |
|   | Loading of OA per OCN (Regional)   |         |      |     |       | 1,200.00   | 1,200.00     |       |                         |                                  |                                      |  |  |   |   |               |

# EXHIBIT 1

APPENDIX SS7-~~BellSouth Telecommunications, Inc. d/b/a AT&T Florida~~

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## APPENDIX SS7

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APPENDIX SS7  
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) doing business in Florida and CUSTOMER. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

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1.2 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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

1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.10 As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILECs doing business in Florida.

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## 2. SERVICE DESCRIPTION

- 2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and **SNET** signaling networks and unique requirements of the individual parties.
- 2.2 **SS7 Transport**
- 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE/AT&T** below outlines the requirements by for interLATA signaling.
- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for CUSTOMER designation of signaling points associated with CUSTOMER and controls which messages may be allowed by the **SBC-12STATE/AT&T** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.
- 2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database

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services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of AT&T's STP.

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## 2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to AT&T's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CUSTOMER STPs or switches and the AT&T STP mated pair. The CUSTOMER designated Signaling Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in a SBC-12STATE/AT&T wire center. In AT&T the SPOI is always collocated in the AT&T STP serving office. This means of collocation is required in AT&T for access to the AT&T STP. The links are fully dedicated to the use of CUSTOMER and provide the screening and routing usage for the SBC-12STATE/AT&T STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

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2.4 Dedicated Signaling Links include the following elements:

### 2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE/AT&T STP building and connects the STP Port Termination to the CUSTOMER SPOI.

### 2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SBC-12STATE/AT&T STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC-12STATE/AT&T STP.

### 2.4.3 STP Links

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2.4.3.1 The STP Link provides a 56-kilobit per second digital facility when CUSTOMER requires an interoffice facility to connect from the CUSTOMER SPOI to the STP building location.

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2.5 CUSTOMER shall provide the portion of the signaling link from the CUSTOMER premises within the LATA to the ~~SBC-12STATE/AT&T~~ STP location or the CUSTOMER SPOI. CUSTOMER shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 CUSTOMER shall identify to ~~SBC-12STATE/AT&T~~ the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location ~~AT&T~~ shall provide a transport facility referred to as the STP Link. The STP Link will connect to the DS-0 cross connect at the STP location.

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2.7 When CUSTOMER uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CUSTOMER acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to ~~SBC-12STATE/AT&T~~ compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and ATT-TR-NIS-000-000-001. CUSTOMER interconnections to ~~PACIFIC~~'s signaling network per CLEC and per signaling point type of equipment will require completion of ~~PACIFIC~~'s CCS/SS7 interconnection questionnaire. Each individual set of links from CUSTOMER switch to ~~SBC-12STATE/AT&T~~ STP will require a pre ordering meeting to exchange information and schedule testing for certification by ~~SBC-12STATE/AT&T~~.

Deleted: Technical Publication, TP76638. In the ~~SBC-AMERITECH~~ Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In ~~SBC-2STATE~~ PUB L-780023-~~SBC-2STATE~~ may be substituted for TP76638 and f

## 2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When CUSTOMER provides its own switch or STP, CUSTOMER will provide DS1 (1.544 Mbps) interfaces at the CUSTOMER-designated SPOIs.

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DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CUSTOMER purchase of an ~~SBC-12STATE/AT&T~~ dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

- 2.9.3 CUSTOMER must establish dedicated B/D-Links to each AT&T STP Pair that directly serves the LATA or LATAs where CUSTOMER desires interconnection.
- 2.9.4 CUSTOMER assumes the responsibility to ensure diverse routing of CUSTOMER signaling links from CUSTOMER switch to CUSTOMER SPOI. ~~SBC-12STATE/AT&T~~ will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When CUSTOMER requests that ~~AT&T~~ add a Signaling Point Code (SPC), CUSTOMER will identify to ~~AT&T~~ the SPCs associated with the CUSTOMER set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Interconnection Rates Exhibit. This rate element will not apply in ~~SBC-2STATE~~.
- 2.9.6 CUSTOMER will notify ~~SBC-12STATE/AT&T~~ in writing thirty (30) days in advance of any material change in CUSTOMER's use of such SS7 signaling network, including but not limited to any change in CUSTOMER SS7 Dedicated Signaling Links, SS7 Transport and/or STP.
- 2.10 Signaling Transfer Points (STPs)
- 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
- 2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by ~~PACIFIC~~'s signaling network, excluding messages to and from an ~~SBC-7STATE~~ local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.

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- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CUSTOMER from a ~~SBC-12STATE/AT&T~~ designated STP pair to a to a ~~SBC-12STATE/AT&T~~ STP pair located in a different LATA. In the ~~SBC-AMERITECH~~ this arrangement will only be provided for STPs located in the same state. In the ~~SBC-7STATE~~, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In ~~AT&T~~ Signaling Usage rates will apply to ISUP and TCAP messages. In the ~~SBC-2STATE~~, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting LE ANGAU network (ICN) to pass signaling information through the ~~SBC-2STATE~~ network to a third party without requiring a trunking connection by a third party with ~~SBC-2STATE~~.
- 2.10.4 In such instance as CUSTOMER utilizes ~~SBC-12STATE/AT&T~~'s Local Switching Network Element, CUSTOMER does not separately order SS7 signaling under this method. CUSTOMER will be charged for the use of the ~~SBC-12STATE/AT&T~~ SS7 signaling on a per call basis.
- 2.11 STP Technical Requirements
- 2.11.1 STPs will provide signaling connectivity to the following network elements connected to the ~~SBC-12STATE/AT&T~~ SS7 network: ~~SBC-12STATE/AT&T~~ Local Switching or Tandem Switching; ~~SBC-12STATE/AT&T~~ Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.
- 2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CUSTOMER at the ~~SBC-12STATE/AT&T~~ STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CUSTOMER may specify screening parameters so as to allow transient messages to cross the ~~SBC-12STATE/AT&T~~ SS7 Network. The Parties will identify to each other the GTT type information for message routing. CUSTOMER will pay a non-recurring charge when CLEC requests ~~SBC-12STATE/AT&T~~ add GTT type information for message routing, in connection with its use of unbundled signaling.
- 2.12 Interface Requirements
- 2.12.1 ~~SBC-12STATE/AT&T~~ will provide STP interfaces to terminate A-links, B-links, and D-links.
- 2.12.2 CUSTOMER will designate the SPOI for each link. CUSTOMER will provide a DS1 or higher rate transport interface at each SPOI. ~~SBC-12STATE/AT&T~~ will provide intraoffice diversity to the same extent it

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provides itself such diversity between the SPOIs and the SBC-12STATE/AT&T STPs.

- 2.12.3 SBC-12STATE/AT&T will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

### 3. MANNER OF PROVISIONING

- 3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.
- 3.2 SS7 Transport
- 3.2.1 CUSTOMER shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE/AT&T STPs. SBC-12STATE/AT&T shall provide information to CUSTOMER on the routes and signaling point codes served by the SBC-12STATE/AT&T STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.
- 3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-12STATE/AT&T "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-12STATE/AT&T "regional" STP pair to another SBC-12STATE/AT&T STP pair.
- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE/AT&T has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE/AT&T does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-12STATE/AT&T pairs of STPs, until ordered. When SBC-12STATE/AT&T or CUSTOMER, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE/AT&T signaling network pursuant to the standard requirements of the SS7 protocol.
- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE/AT&T mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

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3.4 Dedicated Signaling Links

3.4.1 CUSTOMER shall designate the signaling points and signaling point codes associated with CUSTOMER. CUSTOMER shall provide such information to SBC-12STATE/AT&T to allow SBC-12STATE/AT&T to translate SBC-12STATE/AT&T STPs. The information shall define the screening and routing information for the signaling point codes of CUSTOMER and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from AT&T mated pairs of STPs shall connect to CUSTOMER premises (including collocation locations). A set of links can be either:

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3.4.2.1 "A" Link Sets from CUSTOMER's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from CUSTOMER's STPs that are connected to SBC-12STATE/AT&T's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps STP Link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

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3.4.4 A pre-order meeting will define the SBC-12STATE/AT&T facility availability and the degree of diversity in both the SBC-12STATE/AT&T physical network and the CUSTOMER physical network from signaling point to signaling point for the link.

3.4.5 When CUSTOMER requires a STP Link, CUSTOMER and SBC-12STATE/AT&T shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

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3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE/AT&T's interconnecting STPs.

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3.4.7 Call set-up times may be adversely affected when CUSTOMER, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE/AT&T makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE/AT&T signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with AT&TGR-905-CORE and ATT-TR-NIS-000-000-001, as amended,

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L780023-SBC-2STATE

## 3.5 Use of the STP

3.5.1 When CUSTOMER orders SBC-12STATE/AT&T unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CUSTOMER is needed. The SBC-12STATE/AT&T Local Switch will use the SBC-12STATE/AT&T SS7 signaling network.

## 4. RESPONSIBILITIES OF SBC-12STATE/AT&T

4.1 SBC-12STATE/AT&T shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE/AT&T or CUSTOMER facilities, natural disasters, mass calling or national security demands.

4.2 SBC-12STATE/AT&T shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE/AT&T signaling points.

4.3 SBC-12STATE/AT&T shall define regional functions and local functions of its STPs. SBC-12STATE/AT&T will route ISUP messages within the SBC-12STATE/AT&T signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

4.4 SBC-12STATE/AT&T shall route messages generated by the action of CUSTOMER throughout the SBC-12STATE/AT&T signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE/AT&T will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE/AT&T signaling network. SBC-12STATE/AT&T will not divulge any message or any part of messages generated by CUSTOMER to any other party, except as required to manage the SBC-12STATE/AT&T signaling network or as

may be required by law.

**5. RESPONSIBILITIES OF CLEC**

- 5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to SBC-7STATE/AT&T's STP location in a diverse, reliable and technically feasible manner. CUSTOMER shall identify to SBC-12STATE/AT&T the SPC(s) associated with the CUSTOMER set of links.
- 5.2 CUSTOMER shall identify to SBC-12STATE/AT&T the GTT information for messages that route to CUSTOMER.
- 5.3 When routing messages addressed to an SBC-12STATE/AT&T Subsystem Number (SSN), CUSTOMER shall use the SBC-12STATE/AT&T defined SSN designation of the SBC-12STATE/AT&T mated STP pair to which the message is routed.
- 5.4 CUSTOMER shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE/AT&T signaling network.
- 5.5 CUSTOMER shall furnish to SBC-12STATE/AT&T, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE/AT&T shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 CUSTOMER shall inform SBC-12STATE/AT&T in writing thirty (30) days in advance of any change in CUSTOMER's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CUSTOMER to be forwarded to SBC-12STATE/AT&T's network. CUSTOMER shall provide in said notice the reason, by individual SS7 service, for the volume change.

**6. BONAFIDE REQUEST PROCESS**

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to SBC-12STATE/AT&T via the Bonafide Request ("BFR") process set forth in Appendix UNE.

**7. DESCRIPTION OF RATE ELEMENTS**

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring charges apply to links and ports. Nonrecurring charges apply to ports, signaling point codes, and global title

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translations. The nonrecurring point code charge in AT&T may be differentiated by originating versus destination point code and apply to disconnection as well as installation. The nonrecurring charge for global title translation does not apply in AT&T. Usage charges apply to signaling messages. In AT&T, usage charges apply for each ISUP and TCAP signaling message delivered to or from CUSTOMER, regardless of direction, through CUSTOMER's dedicated signaling port in.

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7.2 Nonrecurring charges apply for signaling point codes. A nonrecurring charge applies for each signaling point code established, as well as each signaling point code added or changed subsequent to the establishment of STP Access. The nonrecurring charge per signaling point code applies on a per service basis. In AT&T, the nonrecurring charge for each signaling point code may be differentiated by originating versus destination point code and apply to disconnection as well as installation.

7.3 The following rate elements apply to AT&T.

7.3.1 Signaling Usage

7.3.1.1 AT&T will apply a charge to each ISUP signaling message delivered to or from CUSTOMER, regardless of direction, through CUSTOMER's dedicated signaling port.

7.3.1.2 AT&T will apply a charge to each TCAP signaling message delivered to or from CUSTOMER, regardless of direction, through CUSTOMER's dedicated signaling port, as set forth in AT&T's applicable access tariff.

7.3.2 STP Link Charge

7.3.2.1 AT&T will apply a monthly recurring charge to each link in a B/D-Link quad set. The charge will be a single monthly recurring charge regardless of mileage.

7.3.3 STP Port Charges

7.3.3.1 AT&T will apply a monthly recurring charge for each termination of a link in a B/D-Lin quad set.

7.3.4 Signaling Point Code

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7.3.4.1 CUSTOMER will pay a nonrecurring charge for each Signaling Point Code established, added, changed or deleted on a per service basis.

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7.4 The following rate elements apply to SBC-7STATE SS7 Service:

7.4.1 SS7 Transport

7.4.1.1 SS7 Transport shall be measured per octet of information screened and routed.

7.4.1.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SBC-7STATE STP pair. A usage rate applies per octet generated by action of CLEC.

7.4.1.3 SS7 Transport is not available in the SBC-2STATE.

7.4.2 Dedicated Signaling Links

7.4.2.1 SS7 Link Cross Connect

7.4.2.1.1 CLEC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

7.4.3 STP Port Termination

7.4.3.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

7.4.3.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

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7.3.1 . An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for CLEC to SBC-AMERITECH terminated calls.

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7.4.1 . An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from t[... [8]

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## 7.4.4 STP Access Link

7.4.4.1 CLEC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

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## 7.4.5 Signaling Point Code Addition

7.4.5.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a ~~SBC-7STATE~~ STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

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## 7.4.6 Global Title Translation (GTT) Addition

7.4.6.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the ~~SBC-7STATE~~ STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

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## 7.4.7 Use of the STP Per Call

7.4.7.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the ~~SBC-7STATE~~ STP. The rate shall apply for each call originated by CLEC subscribers using the ~~SBC-7STATE~~ Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

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The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the ~~SBC-7STATE~~ Local Switching network element.

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

8.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual

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# EXHIBIT 1

APPENDIX SS7-~~BellSouth Telecommunications, Inc. d/b/a AT&T Florida~~

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~~BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER~~  
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appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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| A nonrecurring GTA Translation charge applies in AT&T MIDWEST REGION 9STATE for each GTA Translation for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation nonrecurring charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access. |   |
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| in AT&T MIDWEST REGION 9STATE   |   |
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| 7.3   | <u>Signal Formulation</u>   |
| 7.3.1   | An IAM Formulation usage charge will be assessed for each IAM message formulated at the <b><u>SBC-AMERITECH</u></b> tandem for CLEC to <b><u>SBC-AMERITECH</u></b> terminated calls.  |
| 7.4   | <u>Signal Transport</u>   |
| 7.4.1   | An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the <b><u>SBC-AMERITECH</u></b> end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the <b><u>SBC-AMERITECH</u></b> end office (excluding LIDB and 800 Access Service). |
| 7.5   | <u>Signal Switching</u>   |
| 7.5.1   | An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service). |

# EXHIBIT 1

## 7.6 Signal Tandem Switching

An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC-AMERITECH** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

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| <b>8. DESCRIPTION OF RATE ELEMENTS <u>SBC-7STATE</u></b> |               |
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APPENDIX SA - POLES, CONDUITS AND

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APPENDIX FOR ACCESS

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1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company, d/b/a AT&T Nevada The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, AT&T means the above listed ILEC doing business in Florida.

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2. DEFINITIONS

2.1 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.

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2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T's conduit.

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2.3 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T's structures (such as huts and cabinets) which branch off from or are connected to AT&T's conduit.

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2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.5 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of AT&T's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T's ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by AT&T and does not include cables and other telecommunications equipment located within handhole structures.

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2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that AT&T has granted the structure access request of CUSTOMER or a third party for access to pole, duct, conduit, or right-of-way space.

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2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an AT&T manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

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2.8 Make-ready work. The term "make-ready work" refers to all necessary work performed or to be performed to prepare AT&T's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of CUSTOMER's facilities.

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2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining

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facilities in ducts or conduits which are parts of AT&T's conduit system. As used in this Agreement, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.10 Other User. The term "Other User" refers to entities, other than CUSTOMER, with facilities on an AT&T pole, duct, conduit or right-of-way to which CUSTOMER has obtained access. Other Users may include AT&T, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T's poles, ducts, conduits or rights-of-ways).

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2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by AT&T and does not include cables and other telecommunications equipment attached to pole structures.

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2.13 Rights-of-way. The term "rights-of-way" refers to AT&T owned or controlled legal rights to pass over or through property of another party and used by AT&T for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by AT&T and used by AT&T for its telecommunications distribution facilities. Rights-of-way does not include:

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2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.

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2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

### 3. SCOPE OF AGREEMENT

3.1 This Agreement establishes the rates, terms, conditions, and procedures by which AT&T shall provide non-discriminatory and competitively neutral

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access to AT&T's Structure in accordance with applicable law. Separate tariffs, appendix, or agreements shall govern CUSTOMER's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

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3.1.1 AT&T's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from AT&T's central offices;

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3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by AT&T; and

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3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by AT&T from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T's network distribution operations.

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3.2 No Transfer of Property Rights to CUSTOMER. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

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3.3 No Effect on AT&T's Right to Abandon, Convey or Transfer Structure Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T shall give CUSTOMER at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which CUSTOMER has already attached its facilities, or any Structure on which CUSTOMER has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

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3.3.1 All conveyances or transfers of pole, duct, conduit or right-of-way shall contain provisions requiring the transferee to recognize any interest of CUSTOMER in the Structure obtained hereunder.

## 4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

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4.1 Effective Date. This Agreement shall be effective as of the      day of     , 2007, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

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4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Agreement is entered into as a part of an Interconnection Agreement, this Agreement shall terminate upon the termination of the Interconnection Agreement of which this is apart.

4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Agreement renews, if a part of the Interconnection Agreement.

4.4 Elective Termination. [Applicable only in the event that this is not part of an Interconnection Agreement.] Either Party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.

4.5 Elective Termination by AT&T. [Applicable only in the event that this is not part of an Interconnection Agreement.] CUSTOMER shall, within 60 days after the effective date of the elective termination by AT&T, either initiate negotiations for continued access to AT&T's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Agreement.

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4.5 Effect of Elective Termination. [Applicable only in the event that this is not part of an Interconnection Agreement.] Elective termination of this Agreement by CUSTOMER, as permitted under Section 4 of this Agreement, shall not affect CUSTOMER's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle CUSTOMER to the refund of any advance payment made to AT&T under this Agreement. Elective termination of this Agreement by AT&T shall not affect AT&T's obligations to afford access to AT&T's poles, ducts, conduits, and rights-of-way owned or controlled by AT&T as required by the Pole Attachment Act, the

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Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to AT&T Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties. The Guidelines for Access shall not be changed during the term hereof in a manner which adversely affects Applicant's rights hereunder or otherwise adversely affects Applicant's ability to meet its service obligations. Any disputes arising hereunder shall be handled in accordance with Dispute Resolution in the Interconnection Agreement.

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5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between CUSTOMER and AT&T relating to the placement and maintenance of CUSTOMER's facilities on and within AT&T's poles, ducts, and conduits within this State.

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5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

5.5 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to CUSTOMER shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

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5.7 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including but not limited to acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any government authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

5.8 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

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5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Agreement to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.

5.11 The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

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6. **DISCLAIMER OF WARRANTIES**

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T'S POLES, DUCTS, CONDUITS AND RIGHTS OF WAY ARE SUITABLE FOR THE CUSTOMER'S INTENDED USES OR ARE FREE FROM DEFECTS. THE CUSTOMER SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE CUSTOMER'S INTENDED USE.

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7. **DISPUTE RESOLUTION**

In the event that this agreement is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Agreement.

8. **INDEMNIFICATION**

8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Agreement or any breach by the indemnified party of the parties' interconnection agreement, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.

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8.3 Workplace Injuries. Except as expressly provided in this Agreement to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of AT&T's Structure.

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8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.

8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.

8.8 Indemnification for Environmental Claims.

8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in

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connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any AT&T pole, duct, conduit, or right-of-way.

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8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any AT&T pole, duct, conduit, or right-of-way.

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8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

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8.9 Miscellaneous Claims CUSTOMER shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

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8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T due to the placement or presence of CUSTOMER's facilities on or within AT&T's poles, ducts, conduits, or rights-of-way; or

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8.9.2 claims based on the violation by CUSTOMER of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

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8.10 CUSTOMER's General Indemnity Obligations to AT&T. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from CUSTOMER's enforcement of its rights against AT&T pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, CUSTOMER shall indemnify, on request defend, and hold AT&T harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with CUSTOMER's access to or use of AT&T's poles, ducts, conduits, or rights-of-way, CUSTOMER's performance of any acts authorized under this Agreement, or the presence or activities of CUSTOMER's employees or other personnel acting on CUSTOMER's behalf on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way.

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8.11 AT&T's General Indemnity Obligations to CUSTOMER. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from AT&T's enforcement of its rights against CUSTOMER pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, AT&T shall indemnify, on request defend, and hold CUSTOMER harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T's access to or use

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of AT&T's poles, ducts, conduits, or rights-of-way, AT&T's performance of any acts authorized under this Agreement, or the presence or activities of AT&T's employees or other personnel acting on AT&T's behalf on, within, or in the vicinity of AT&T's poles, ducts, conduits, or rights-of-way.

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**9. LIABILITIES AND LIMITATIONS OF LIABILITY**

9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

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9.2 AT&T Not Liable to CUSTOMER for Acts of Third Parties or Acts of God. By affording CUSTOMER access to AT&T Structure AT&T does not warrant, guarantee, or insure the uninterrupted use of such facilities by CUSTOMER. Except as specifically provided in Section 8.10 of this Agreement, CUSTOMER assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to CUSTOMER's facilities attached to AT&T's poles or placed in AT&T's Structure and AT&T shall not be liable to CUSTOMER for any damages to CUSTOMER's facilities other than as provided in Section 8.10. In no event shall AT&T be liable to CUSTOMER under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T pole, duct, conduit, or right-of-way in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to CUSTOMER under this Agreement for injuries, losses, or damages

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resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on AT&T's behalf, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Agreement.

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- 9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

**10. INSURANCE**

10.1 At all times in which CUSTOMER has attachments to AT&T poles, or is occupying AT&T conduit or right-of-way, CUSTOMER shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover CUSTOMER, but it must cover all contractors, subcontractors and/or any other person acting on CUSTOMER's behalf, that are providing services under this Agreement.

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10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.

# EXHIBIT 1

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10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

10.2 CUSTOMER agrees to name AT&T as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

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10.3 AT&T agrees to accept CUSTOMER's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

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10.3.1 Workers' Compensation and Employers Liability: CUSTOMER submit to AT&T its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

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10.3.2 Automobile liability: CUSTOMER shall submit to AT&T a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

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10.3.3 General liability: CUSTOMER must provide evidence acceptable to AT&T that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

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10.4 All insurance required in accordance with this section must be in effect before AT&T will issue pole attachment or conduit occupancy permits under this Agreement.

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10.5 CUSTOMER agrees to provide AT&T with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

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## 11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other, which consent cannot be unreasonably withheld, except as provided in this section.

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11.1.1 Either Party may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without the other party's consent, to any entity controlling, controlled by, or under common control with or which acquires or succeeds to ownership of substantially all of that assignor's assets. The Assignors must conform to conditions set forth in the General Terms and Conditions in this Interconnection Agreement.

11.1.2. Overlashing of CUSTOMER's facilities on AT&T poles by a third party will be allowed under the following conditions:

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11.1.2.1 Prior to Overlashing, CUSTOMER shall, on the form prescribed, provide AT&T with notice of the proposed overlashing specifying the name and address of the Overlashing entity, the locations and pole numbers of the poles on the route to be overlashed, the character of the overlashed attachments and such other information as AT&T may reasonably require.

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11.1.2.2 The Overlashed facility shall comply with all of the standards provided in Section 16 below.

11.1.2.3 The Overlashed facility shall be treated as the facility of CUSTOMER with respect to the provisions of this Appendix and this Agreement.

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11.1.2.4 There are no charges for overlashing.

11.1.2. CUSTOMER may, ancillary to a bona fide loan transaction between CUSTOMER and any lender, and without AT&T's consent, grant security interests or make collateral assignments in substantially all of CUSTOMER's assets, including CUSTOMER's rights under this Agreement, subject to the express terms of this Agreement. In the event CUSTOMER's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire CUSTOMER's assets through public or private sale or through an Agreement with CUSTOMER, CUSTOMER's lender or the third party acquiring CUSTOMER's rights under this Agreement shall assume all outstanding obligations of CUSTOMER under the Agreement and provide proof satisfactory to AT&T that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure

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by CUSTOMER's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, CUSTOMER's lender or such third party shall succeed to all rights and remedies of CUSTOMER under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if CUSTOMER is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of CUSTOMER under the Agreement, including liability to AT&T for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of CUSTOMER under the Agreement, as applicable.

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11.1.3 No assignment or transfer to either Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until either Party, its successors, and assigns have complied with the provisions of this article, secured the other Party's prior written consent to the assignment or transfer, if necessary, and given the other Party notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in CUSTOMER's Legal Identity. When the legal identity or status of CUSTOMER changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

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11.3 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. Either Party may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of the other party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of the proposed assignor arising out of or in connection with this Agreement.

11.4 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting CUSTOMER the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, CUSTOMER shall not allow third

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party to attach or place facilities to or in pole or conduit space occupied by or assigned to CUSTOMER or to utilize such space.

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**12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES**

**12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority.**

This Agreement and all occupancy permits subject to this Agreement shall terminate if CUSTOMER ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if CUSTOMER is cable television system having access to AT&T's poles, ducts, conduits or rights-of-way solely to provide cable television service), or ceases to have authority to provide or ceases to provide telecommunications services in this State (if CUSTOMER is a telecommunications carrier which does not also have authority to provide cable television service in this State).

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**12.2 Individual occupancy permits subject to this Agreement shall terminate if**

(a) CUSTOMER fails to utilize the pole attachment or conduit or right of way space subject to such occupancy permit for a period of one (1) year or (b) CUSTOMER's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

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**12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches.**

CUSTOMER's access to AT&T's Structure shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate or refuse access if CUSTOMER violates this provision.

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**12.3 Notice and Opportunity to Cure Breach.** In the event of any claimed breach of this Agreement by either party, the aggrieved party shall give written notice of such claimed breach.

**12.4** The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such written notice is given, and

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12.4.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.4.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.5 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

**13. FAILURE TO ENFORCE**

No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

**14. CONFIDENTIALITY OF INFORMATION**

14.1 Information Provided by CUSTOMER to AT&T. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by CUSTOMER to AT&T in connection with this Agreement (including but not limited to information submitted in connection with CUSTOMER's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of CUSTOMER and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to CUSTOMER's review of records regarding a particular market area, or relating to assignment of space to CUSTOMER in a particular market area, and further includes knowledge or information about the timing of CUSTOMER's request for or review of records or its inquiry about AT&T facilities. This article does not limit the use by AT&T of aggregate information relating to the occupancy and use of AT&T's Structure by firms other than AT&T (that is, information submitted by CUSTOMER and aggregated by AT&T in a manner that does not directly or indirectly identify CUSTOMER).

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14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by CUSTOMER to AT&T in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

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14.3 Permitted Uses of CUSTOMER's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, AT&T and persons acting on AT&T's behalf may utilize CUSTOMER's confidential or proprietary information only for lawful purposes as follows:

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14.3.1 posting information, as necessary, to AT&T's outside plant records;

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14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T's Structure and any AT&T facilities located on, within, or in the vicinity of such Structure;

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14.3.3 performing AT&T's obligations under this Agreement and similar agreements with third parties;

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14.3.4 determining which of AT&T's Structure are (or may in the future be) available for AT&T's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T's Structure;

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14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining AT&T's financial accounting records; and

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14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between AT&T and any person or entity, including CUSTOMER, concerning AT&T's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T may utilize confidential or proprietary information

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submitted by CUSTOMER in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T shall not disclose CUSTOMER's proprietary or confidential information without first:

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14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CUSTOMER's information; or

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14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.4.3 providing CUSTOMER notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

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14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T shall not disclose CUSTOMER's proprietary or confidential information without first:

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14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CUSTOMER's information; or

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14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.5.3 providing CUSTOMER notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

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## 15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent AT&T has the authority to do so, AT&T grants CUSTOMER a right to use any right-of-way for AT&T poles, ducts, or conduits to which CUSTOMER may attach its facilities for the purposes of constructing, operating and maintaining such CUSTOMER's facilities on AT&T's poles, ducts or conduits, CUSTOMER shall be responsible for determining the necessity of and obtaining from private and/or public

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authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T pole, duct or conduit to which CUSTOMER seeks to attach its facilities. CUSTOMER shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T. AT&T does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

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15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where AT&T has access to third-party property pursuant to non-exclusive rights-of-way, AT&T shall not interfere with CUSTOMER's negotiations with third-party property owners for similar access or with CUSTOMER's access to such property pursuant to easements or other rights-of-ways obtained by CUSTOMER from the property owner. At locations where AT&T has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, AT&T shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to CUSTOMER on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T to provide such access, and provided further that AT&T's charges for such access shall include CUSTOMER's pro rata portion of the charges, if any, paid by AT&T to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T in obtaining the right-of-way and processing CUSTOMER's request for access.

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**16. SPECIFICATIONS**

16.1 Compliance with Requirements, Specifications, and Standards. CUSTOMER's facilities attached to AT&T's poles or occupying space in AT&T's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with

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the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.

16.2 Published Standards. CUSTOMER's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

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16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies ("Telcordia"), and sometimes referred to as the "Blue Book";

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16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

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16.2.5 the AT&T Structures Access Application Guidelines.

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16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T's manholes and access to AT&T's conduit system.

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16.3.1 CUSTOMER will notify AT&T not less than 5 business days in advance before entering AT&T's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

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16.3.2 An authorized employee or representative of AT&T will be present any time when CUSTOMER or personnel acting on CUSTOMER's behalf enter or perform work within AT&T's conduit system. Provided that the notice set forth in Section 16.3.1 has been given, and provided that the notice period has expired, and further provided that all other conditions set forth in Section 16.3.1 have been satisfied, CUSTOMER or its representative may enter or perform work within AT&T's conduit system to conduct the work identified in the notice, regardless of the presence of an AT&T employee or representative.

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16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 In order to obtain information regarding Facilities, Licensee shall make a written request to AT&T, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, AT&T shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to obtain copies of engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such copies of records shall be provided to Licensee via courier at the expense of Licensee or otherwise available at the records location center set forth in Exhibit II. However, all requests for copies of records shall be submitted to the Competitive Structures Provisioning Center in Birmingham, Alabama. The costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total costs are actual:

- 1) BellSouth employee costs based on the time spent researching, reviewing and copying records
- 2) Copying costs
- 3) Shipping costs

17.2 Maps, records or information are and remain the proprietary property of AT&T, are provided to CUSTOMER solely for the pursue of enabling CUSTOMER to obtain access to AT&T's Structure, and may not be resold, reproduced or disseminated by CUSTOMER.

17.3 AT&T will provide its most current maps and/or records regarding:

17.3.1 the location of Structure and street names for manholes and poles as shown on AT&T's maps;

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17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T's maps;

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17.3.4 the total capacity of the Structure.

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17.4 AT&T will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T

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17.5 AT&T will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to CUSTOMER.

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## 18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. CUSTOMER shall apply in writing for and shall be granted an occupancy permit before attaching facilities to specified AT&T poles or placing facilities within specified AT&T ducts, conduits, or rights-of-way.

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18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, CUSTOMER shall submit to AT&T the appropriate AT&T request forms which shall require only information that is reasonably necessary to grant the permit. CUSTOMER shall promptly withdraw or amend its request if, at any time prior to the 45<sup>th</sup> day, it has determined that it no longer seeks access to specific AT&T Structure.

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18.3 Make-Ready Survey. A Make-Ready survey shall promptly be completed by AT&T or CUSTOMER before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AT&T to

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18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate CUSTOMER's attachment of facilities to AT&T structures;

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18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T's poles, ducts, conduits, rights-of-way, and associated facilities for CUSTOMER's proposed attachments or occupancy; and

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18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. AT&T will select or approve CUSTOMER's selection of the space CUSTOMER will occupy on AT&T's poles or in AT&T's conduit systems. Maintenance ducts shall not be considered available for CUSTOMER's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for CUSTOMER's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by AT&T, CUSTOMER, and other parties entitled to access under applicable law.

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19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After CUSTOMER's application for a pole attachment or conduit occupancy permit has been approved by AT&T, the pole, duct, and conduit space selected and/or approved by AT&T in such application will be assigned to CUSTOMER for a pre-occupancy period not to exceed twelve (12) months.

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19.2.3 AT&T may assign space to itself by making appropriate entries in the same records used to log assignments to CUSTOMER and third parties. If AT&T assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T record if AT&T has not occupied such assigned space within such 12 month period.

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19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

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20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of CUSTOMER's submission of a request for access to AT&T Structure, AT&T shall provide a written

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response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T will meet with CUSTOMER and explore in good faith reasonable alternatives to accommodate the proposed attachment. CUSTOMER must request such meeting within ten (10) business days of receipt of a notice of denial. AT&T will schedule the meeting within ten (10) business days of receipt of CUSTOMER's written request for a meeting.

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20.2 If access is granted the response will further advise CUSTOMER in writing of:

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20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required and are necessary to prepare AT&T's Structure, and

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20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate CUSTOMER's facilities, CUSTOMER shall have 45 days (the "acceptance period") to either

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20.3.1 submit payment for the estimate authorizing AT&T, or its contractor to complete the make-ready work; or

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20.3.2 advise AT&T, of its willingness to perform the proposed make-ready work itself if permissible in the application area.

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20.4 Make-ready work performed by CUSTOMER, or by an authorized contractor selected by CUSTOMER, shall be performed in accordance with AT&T's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T, or AT&T's contractors. Neither CUSTOMER nor authorized contractors selected by CUSTOMER shall conduct such work in any manner which materially degrades the integrity of AT&T's Structures or interferes with any existing use of AT&T's facilities or the facilities of any Other User.

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20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CUSTOMER shall make arrangements with the Other Users with facilities attached to AT&T's poles or occupying space in AT&T's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users'

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facilities to accommodate the attachment or placement of CUSTOMER's facilities to or in AT&T's poles, ducts, conduits and rights of ways.

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20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate CUSTOMER's facilities, CUSTOMER shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T for the use of such additional capacity. If AT&T utilizes additional space or capacity created at CUSTOMER's expense, AT&T will reimburse CUSTOMER on a pro-rata basis for AT&T's share, if any, of CUSTOMER's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T will notify CUSTOMER if any entity, including AT&T, attaches facilities to additional capacity on AT&T's Structure created at CUSTOMER's expense. AT&T shall not be required to collect or remit any such amounts to CUSTOMER, to resolve or adjudicate disputes over reimbursement between CUSTOMER and Other Users.

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20.7 If CUSTOMER utilizes space or capacity on any AT&T Structure created at AT&T's expense after February of 1996, CUSTOMER will reimburse AT&T on a pro-rata basis for CUSTOMER's share, if any, of AT&T's capacity creation costs.

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20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T will promptly issue an occupancy permit confirming that CUSTOMER may attach specified facilities to AT&T's Structure.

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20.9 CUSTOMER must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If CUSTOMER does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by AT&T or Other User.

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20.10 CUSTOMER's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AT&T to CUSTOMER.

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**21. CONSTRUCTION OF CUSTOMER'S FACILITIES**

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21.1 Responsibility for Attaching and Placing Facilities. CUSTOMER shall be responsible for the actual attachment of its facilities to AT&T's poles and

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the placement of such facilities in AT&T's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

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21.2 Construction Schedule. After the issuance of an occupancy permit, CUSTOMER shall provide AT&T with a construction schedule and thereafter keep AT&T reasonably informed of anticipated changes in the construction schedule.

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**22. USE AND ROUTINE MAINTENANCE OF CUSTOMER'S FACILITIES**

22.1 Routine Maintenance of CUSTOMER's Facilities. Each occupancy permit subject to this Agreement authorizes CUSTOMER to engage in routine maintenance of facilities located on or within AT&T's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of CUSTOMER's facilities in any manner which results in CUSTOMER's facilities differing substantially in size, weight, or physical characteristics from the facilities described in CUSTOMER's occupancy permit.

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22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T of such use and must either vacate the maintenance duct within 30 days or, with AT&T's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

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**23. MODIFICATION OF CUSTOMER'S FACILITIES**

23.1 Notification of Planned Modifications. CUSTOMER shall notify AT&T in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T Structure.

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The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of CUSTOMER's present occupancy permit or requires a new or amended occupancy permit.

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23.2 Replacement of Facilities and Overlashing Additional Cables. CUSTOMER may replace existing facilities with new facilities occupying the same AT&T Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this Section 23.

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**24. REQUIRED REARRANGEMENTS OF CUSTOMER'S FACILITIES**

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24.1 Required Rearrangement of CUSTOMER's Facilities. CUSTOMER agrees that CUSTOMER will cooperate with AT&T and other users in making rearrangements to AT&T Structure as may be necessary, and that costs incurred by CUSTOMER in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

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24.2 Whenever feasible, AT&T shall give CUSTOMER not less than 60 days prior written notice of the need for CUSTOMER to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. CUSTOMER shall complete such rearrangements within the time prescribed in the notice. If CUSTOMER does not rearrange facilities within noted time, AT&T will rearrange the facilities. CUSTOMER shall be responsible for reasonable and documented charges related to the rearrangement.

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**25. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities

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in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify AT&T within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T conduit system and using the maintenance duct for emergency restoration purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

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25.1.3 CUSTOMER shall either vacate the maintenance duct within 30 days or, with AT&T's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.

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25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T construction district, CUSTOMER shall provide AT&T with the emergency contact number of CUSTOMER's designated point of contact for coordinating the handling of emergency repairs of CUSTOMER's facilities and shall thereafter notify AT&T of changes to such information.

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25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T, CUSTOMER, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

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25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national

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security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 AT&T shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T on a nondiscriminatory basis in accordance with the principles set forth in this section.

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25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, AT&T shall promptly contact CUSTOMER to notify CUSTOMER of the emergency and to determine whether CUSTOMER will respond to the emergency in a timely manner.

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25.4.2 If notified by AT&T that an emergency exists which will require the replacement of a pole, CUSTOMER shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement pole, the transfer shall be in accordance with AT&T's placement instructions.

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25.4.3 If CUSTOMER is unable to respond to the emergency situation immediately, CUSTOMER shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CUSTOMER's behalf.

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25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

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25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 CUSTOMER shall reimburse AT&T for the actual and reasonable costs incurred by AT&T for work performed by AT&T on CUSTOMER's behalf in accordance with the provisions of this article.

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26. INSPECTION BY SBC OF CUSTOMER'S FACILITIES

26.1 Post-Construction Inspections. AT&T will, at CUSTOMER's actual and reasonable expense, conduct a post-construction inspection of CUSTOMER's attachment of facilities to AT&T's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T will provide CUSTOMER advance written notice of proposed date and time of the post-construction inspection. CUSTOMER may accompany AT&T on the post-construction inspection.

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26.2 Right to Make Periodic or Spot Inspections. AT&T shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to AT&T's Structure at its sole expense except as provided in 26.2. These inspections will not be made more often than once every 2 years unless in AT&T's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

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26.3 If CUSTOMER's facilities are in compliance with this Agreement, there will be no charges incurred by CUSTOMER for the periodic or spot inspection. If CUSTOMER's facilities are not in compliance with this Agreement, AT&T may charge CUSTOMER for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by CUSTOMER shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

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26.4 If the inspection reflects that CUSTOMER's facilities are not in compliance with the terms of this Agreement, CUSTOMER shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AT&T's Structures is required to bring CUSTOMER's facilities into compliance, CUSTOMER shall provide notice to AT&T and the make ready work or

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modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

**27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS**

27.1 Facilities to Be Marked. CUSTOMER shall tag or otherwise mark all of CUSTOMER's facilities placed on or in AT&T's Structure in a manner sufficient to identify the facilities as those belonging to CUSTOMER.

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27.2 Removal of Untagged Facilities. AT&T may, without notice to any person or entity, remove from AT&T's poles or any part of AT&T's conduit system CUSTOMER's facilities, if AT&T determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T's poles or in AT&T's conduit system.

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27.3 Notice to CUSTOMER. If any of CUSTOMER's facilities for which no occupancy permit is presently in effect are found attached to AT&T's poles or anchors or within any part of AT&T's conduit system, AT&T, without prejudice to other rights or remedies available to AT&T under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to CUSTOMER advising CUSTOMER that no occupancy permit is presently in effect with respect to the facilities and that CUSTOMER must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.

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27.4 CUSTOMER's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, CUSTOMER shall acknowledge receipt of the notice and submit to AT&T, in writing, an application for a new or amended occupancy permit with respect to such facilities.

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27.5 Approval of Request and Retroactive Charges. If AT&T approves CUSTOMER's application for a new or amended occupancy permit, CUSTOMER shall be liable to AT&T for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T of any of its rights or privileges under this Agreement or otherwise.

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27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which

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would have been due and payable if CUSTOMER and its predecessors had continuously complied with all applicable AT&T licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, CUSTOMER shall be liable for an unauthorized attachment fee in the amount set forth in the applicable regulation or order of the specific state commission, or in the event that the state commission does not set such rates, the default rate set forth by the FCC in effect on the date CUSTOMER is notified by AT&T of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, CUSTOMER shall rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T or another Other User, and shall pay AT&T for all costs incurred by AT&T in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of CUSTOMER's unauthorized facilities.

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27.7 Removal of Unauthorized Attachments. If CUSTOMER does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AT&T shall by written notice advise CUSTOMER to remove its unauthorized facilities not less than 60 days from the date of notice and CUSTOMER shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T may, at AT&T's option, remove CUSTOMER's facilities at CUSTOMER's expense.

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27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T's Facilities. No act or failure to act by AT&T with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T's Structure shall be deemed to constitute a ratification by AT&T of the unauthorized attachment or occupancy or use, nor shall the payment by CUSTOMER of fees and charges for unauthorized pole attachments or conduit occupancy exonerate CUSTOMER from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

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28. **REMOVAL OF CUSTOMER'S FACILITIES**

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28.1 When Applicant no longer intends to occupy space on a AT&T pole or in a AT&T duct or conduit, Applicant will provide written notification to AT&T that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the

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notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 CUSTOMER shall be responsible for and shall bear all actual and reasonable expenses arising out of or in connection with the removal of its facilities from AT&T's Structure.

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28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T's manholes.

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28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T's Structure.

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28.2 At AT&T's request, CUSTOMER shall remove from AT&T's Structure any of CUSTOMER's facilities which are no longer in active use. Upon request, CUSTOMER will provide proof satisfactory to AT&T that CUSTOMER's facility is in active service. CUSTOMER shall not abandon any of its facilities by leaving such facilities on or in AT&T's Structure.

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28.3 Removal Following Termination of Occupancy permit. CUSTOMER shall remove its facilities from AT&T's poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.

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28.4 Removal Following Replacement of Facilities. CUSTOMER shall remove facilities no longer in service from AT&T's Structures within 60 days after the date CUSTOMER replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

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28.5 Removal to Avoid Forfeiture. If the presence of CUSTOMER's facilities on or in AT&T's Structure would cause a forfeiture of the rights of AT&T to occupy the property where such Structure is located, AT&T will promptly notify CUSTOMER in writing and CUSTOMER shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T will give CUSTOMER not less than 60 days from the date of notice to remove CUSTOMER's facilities unless prior removal is required to prevent the forfeiture of AT&T's rights. At CUSTOMER's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of CUSTOMER's facilities.

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28.6 Removal of Facilities by AT&T; Notice of Intent to Remove. If CUSTOMER fails to remove its facilities from AT&T's Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, AT&T may remove such facilities and store them at CUSTOMER's actual and reasonable expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to CUSTOMER for any injury, loss, or damage resulting from such actions. AT&T shall give CUSTOMER not less than 60 days prior written notice of its intent to remove CUSTOMER's facilities pursuant to this section.

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28.7 Removal of Facilities by AT&T. If AT&T removes any of CUSTOMER's facilities pursuant to this article, CUSTOMER shall reimburse AT&T for AT&T's actual and reasonable costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

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29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Agreement will be set forth in APPENDIX A to this Appendix 24 as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

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29.2 License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

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29.2 Changes to Rates, Charges and Fees. AT&T shall have the right to change the rates, charges and fees outlined in this Agreement as provided by applicable federal and state laws, rules, regulations and orders. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before

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December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly. If the changes outlined in the notice are not acceptable to CUSTOMER, CUSTOMER may either (1) seek re-negotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

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30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. AT&T may require CUSTOMER, authorized contractors, and other persons acting on CUSTOMER's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of CUSTOMER's obligations arising out of or in connection with this Agreement.

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30.1.1 If a bond or similar form of assurance is required of CUSTOMER, an authorized contractor, or other person acting on CUSTOMER's behalf, CUSTOMER shall promptly submit to AT&T adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AT&T 60 days written notice.

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30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. CUSTOMER shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with CUSTOMER's performance under this Agreement. In the event any lien, claim or demand is made on AT&T by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T may require, in addition to any security provided under Section 30.1 of this Agreement, that CUSTOMER execute payment or performance bonds, or provide such other security, as AT&T may deem reasonable or necessary to protect AT&T from any such lien, claim or demand.

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31. NOTICES

# EXHIBIT 1

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Inc. d/b/a AT&T Florida**/CUSTOMER

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31.1 Notices to CUSTOMER. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

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31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier received delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

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If to AT&T:

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Name: Contract Administration

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Title: AT&T Local Contract Manager

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Address: 600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor,

**Deleted:** 311 S. Akard, 9<sup>TH</sup> Floor, Four SBC Plaza

City/State/Zip: Birmingham, AL 35203,

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and

Name: Legal

Title: Business Markets Attorney

Firm: AT&T

Address: Suite 4300, 675 West Peachtree Street

City/State/Zip: Atlanta, GA 30375

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Inc. d/b/a AT&T Florida/CUSTOMER

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31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

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

32.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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Inc. d/b/a AT&T Florida/CUSTOMER

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**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida

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By: \_\_\_\_\_

Signature of AT&T's Authorized Officer/Employee

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Position/Title of AT&T's Authorized Officer/Employee

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Date

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City and State of Execution by AT&T

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Position/Title of Authorized Officer/Employee

\_\_\_\_\_  
Date

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City and State of Execution by CUSTOMER

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| SBC-13STATE will, within five (5) business days of request and at the expense of the Attaching Party, provide Attaching Party access to maps, records and additional information relating to the location capacity and utilization of <u>SBC-13STATE's</u> Structure, with copies to be provided within a reasonable time thereof. Upon request, <u>SBC-13STATE</u> will meet with the Attaching Party to clarify matters relating to maps, records or additional information, <u>SBC-13STATE</u> does not warrant the accuracy or completeness of information on any maps or records. |               |
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SBC-13STATE

# EXHIBIT 1

## APPENDIX A

### 2007 FCC Formula Supported Fees for attachments and/or occupancy effective 1/1/2006 (Re-calculated annually)

Licensee shall pay to Licensor the following fees:

| State   | Poles<br>(ea. / yr.) |        | Anchors<br>(ea. / yr.) | Conduit<br>(\$/ft. / yr.) |         |
|---------|----------------------|--------|------------------------|---------------------------|---------|
|         | Non-Urban            | Urban  |                        |                           |         |
| Florida | \$8.19               | \$5.43 |                        |                           | \$0.33  |
|         |                      |        | Miami River crossing   |                           | \$17.13 |

Urban and non-urban are defined by the Bureau of Census as follows: Urban is a city plus the closely-settled urban fringe that together has a minimum population of 50,000. Non-urban is less than 50,000.

Conduit rates will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.
- iii) The rates set forth above for attachments will apply to wireless attachments only if there are no apparatus cabinets and antennae attached to the pole. On poles where apparatus cabinets and antennae are attached, a flat annual rate of per pole will apply. The rate is \$20.68 (FL). This flat rate will be reviewed annually by AT&T and AT&T and Licensee will amend this Agreement to reflect the new rate proposed by AT&T.

### Pole Attachment Transfer Rate

Per Pole (throughout AT&T Southeast region) \$41.00

**APPENDIX UNE**

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**APPENDIX UNE  
(UNBUNDLED NETWORK ELEMENTS)**

**1. INTRODUCTION**

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable ~~SBC Communications Inc. (SBC) AT&T, Inc.~~ owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish ~~CLEC~~CUSTOMER with access to UNEs. ~~CLEC~~CUSTOMER may obtain access to ~~SBC-13STATE- and AT&T~~ UNEs individually and combinations that already are physically combined in ~~AT&T and SBC-13STATE's~~ network, pursuant to 47 C.F.R. § 51.315(b). ~~CLEC~~CUSTOMER shall not combine UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with ~~SBC-13STATE's and -AT&T network's network~~. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 ~~SBC Communications Inc. (SBC) AT&T, Inc.~~ means the holding company which owns the following ILECs: ~~BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee,~~ Illinois Bell Telephone Company ~~d/b/a AT&T Illinois~~, Indiana Bell Telephone Company Incorporated ~~d/b/a AT&T Indiana~~, Michigan Bell Telephone Company ~~d/b/a AT&T Michigan~~, Nevada Bell Telephone Company ~~d/b/a AT&T Nevada~~, The Ohio Bell Telephone Company ~~d/b/a AT&T Ohio~~, Pacific Bell Telephone Company ~~d/b/a AT&T California~~, The Southern New England Telephone Company ~~d/b/a AT&T Connecticut~~, Southwestern Bell Telephone Company ~~d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas~~, and/or Wisconsin Bell, Inc. d/b/a ~~Ameritech~~AT&T Wisconsin.
- 1.3 As used herein, ~~SBC-13STATE~~ means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which ~~SBC-13STATE and -AT&T~~ agrees to provide ~~CLEC~~CUSTOMER with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing (~~SBC-13STATE-~~) or ~~UNE Rates Exhibits A and B (AT&T)~~ and/or the applicable Commissioned ordered tariff where stated.
- 1.5 ~~Neither SBC-13STATE nor AT&T~~ has ~~any~~ ~~an~~ obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.

- 1.6 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 **SBC-10STATE** – As used herein, **SBC-10STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.10 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.11 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.12 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.13 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.14 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

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

1.151.16 **AT&T FLORIDA (AT&T)** – As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILEC doing business in Florida.

## 2. TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** or AT&T, as applicable, and **CLECCUSTOMER** may agree to connect **CLECCUSTOMER**'s facilities with **SBC-13STATE**'s or -AT&T's network at any technically feasible point for access to UNEs for the provision by **CLECCUSTOMER** of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

- 2.2 SBC-13STATE and AT&T will provide CLECCUSTOMER nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
  - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
  - 2.2.3 In a manner that allows CLECCUSTOMER to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
  - 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
  - 2.2.5 With technical information regarding SBC-13STATE's and AT&T's network facilities to enable CLECCUSTOMER to achieve access to UNEs (47 CFR Section 51.307(e));
  - 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLECCUSTOMER's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
  - 2.2.7 ~~Intentionally Left Blank. In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));~~
  - 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which SBC-13STATE and AT&T provides such elements to ~~itself—themselves~~ (47 CFR Section 51.313(b)).
  - 2.2.9 Only to the extent it has been determined that these elements are required by the “necessary” and “impair” standards of the Act, Section 251 (d)(2) and/or in accordance with state law within the state this Interconnection Agreement is approved.
- 2.3 As provided for herein, SBC-13STATE and AT&T will permit CLECCUSTOMER exclusive use of an unbundled network facility for the term of this Agreement, and when CLECCUSTOMER is purchasing access to a feature, function, or capability of

a facility, SBC-13STATE and AT&T will provide use of that feature, function, or capability for the term of this agreement. (47 CFR § 51.309(c)).

- 2.4 SBC-13STATE and AT&T will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC-13STATE and AT&T provides ~~itself~~themselves or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLECCUSTOMER under the provisions of this Appendix shall remain the property of AT&T or SBC-13STATE, as applicable.
- 2.8 Neither SBC-13STATE nor AT&T will ~~not~~ connect to or combine UNE<sup>2</sup>s with any non-251 (c)(3) or other SBC-13STATE and AT&T service offerings.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE or AT&T may elect in its own discretion, provided that such routes, technologies, and facilities are non-discriminatory with respect to the way SBC-13STATE or AT&T provides service to its own end users, affiliates or other carriers. SBC-13STATE and AT&T will provide access to UNEs where technically feasible. SBC-IL shall not require CLECCUSTOMER to submit a BFR to gain access to UNEs available under the interim tariff filed by Ameritech Illinois in Docket No. 01-0614, which shall be superceded by the finally approved tariff ordered by the Commission in that docket. Neither Party waives any right to seek a stay or rehearing of the order approving the final tariffs, to appeal said order or to otherwise challenge the order through any lawful means. AM-WI shall not require CLECCUSTOMER to submit a BFR to gain access to UNEs it was ordered to make available by the Wisconsin Public Service Commission in “Final Decision Phase 1”, Investigation into Ameritech Wisconsin Operational Support Systems issued in Docket No. 6720-TI-160 issued September 25, 2001. Neither Party waives any right to seek a stay or rehearing of the order, to appeal the order or to otherwise challenge the order through any lawful means.

2.9.2

\*2.9.1.1 Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter

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\* Section 2.9.1.1 is available only in the states of Illinois, Wisconsin, and Michigan. The Parties agree that this language is a non-voluntary offering by AM-IL, AM-WI and AM-MI and consistent

CLECCUSTOMER-AM00-153. Any charge for facilities modification must be in accordance with applicable law and prior decisions of the appropriate state regulatory commission. Nothing contained in this Appendix is intended to contradict or supersede commitments made by or obligations imposed on AM-WI in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160; AM-IL in Illinois Commerce Commission Docket No. 99-0593; or AM-MI in Case No. U-11735. Where facilities and equipment are not available, SBC-13STATE shall not be required to provide UNEs to the extent its action are consistent with the rulings of the state commissions in the relevant proceedings.

- 2.9.2 Subject to the terms herein, SBC-13STATE and AT&T ~~is-are~~ responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. ~~Neither SBC-13STATE nor AT&T is-are not~~ otherwise responsible for the Telecommunications Services provided by CLECCUSTOMER through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLECCUSTOMER are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-13STATE or AT&T, as applicable, for future provisioning needs, unless such UNE is disconnected in error. The CLECCUSTOMER agrees to relinquish control of any such UNE concurrent with the disconnection of a CLECCUSTOMER's End User's service.
- 2.9.4 CLECCUSTOMER shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit SBC-13STATE and AT&T to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 CLECCUSTOMER's use of any SBC-13STATE or AT&T UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE or AT&T network element, will not materially interfere with or impair service over any facilities of AT&T or SBC-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE and AT&T may discontinue or refuse service if CLECCUSTOMER violates this

with the following orders: Order of the Illinois Commerce Commission in Docket No. 99-0593; Interlocutory Order of Wisconsin Public Service Commission in Docket No. 6720-TI-160, Order of the Michigan Public Service Commission in Case No. U-11735. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

provision, provided that such termination of service will be limited to ~~CLECCUSTOMER~~'s use of the UNE(s) causing the violation.

2.9.6 When an SBC-13STATE or AT&T provided tariffed or resold service is replaced by ~~CLECCUSTOMER~~'s facility based service using any SBC-13STATE or AT&T provided UNE(s), ~~CLECCUSTOMER~~ shall issue appropriate service requests, to both disconnect the existing service and connect new service to ~~CLECCUSTOMER~~'s End User. These requests will be processed by AT&T or SBC-13STATE, as applicable, and ~~CLECCUSTOMER~~ will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE or AT&T provided UNEs is converted to a different CLEC's service which also uses any SBC-13STATE or AT&T provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE or AT&T, as applicable, and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 ~~CLECCUSTOMER~~ shall connect equipment and facilities that are compatible with the SBC-13STATE and AT&T Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE or AT&T access services or other SBC-13STATE or AT&T tariffed service offerings with the exception of tariffed Collocation services where available.

## 2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with applicable SBC-13STATE and - AT&T Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE or AT&T at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 SBC-13STATE and AT&T may elect to conduct Central Office switch conversions for the improvement of its network. SBC-13STATE and AT&T will notify CLECCUSTOMER prior to Central Office switch conversions via accessibility letters and/or CLEC website. During such conversions, CLECCUSTOMER orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-13STATE or AT&T, as applicable, places on itself for orders from its customers.

2.10.4 CLECCUSTOMER will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AT&T or SBC-13STATE, in order to maintain minimum network protection criteria, or operating or maintenance characteristics of the facilities.

### 3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which SBC-13STATE and AT&T agrees to provide CLECCUSTOMERs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-13STATE and AT&T makes these methods available. These methods provide CLECCUSTOMER access to multiple SBC-13STATE and AT&T UNEs which the CLECCUSTOMER may then combine. The methods listed below provide CLECCUSTOMER with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLECCUSTOMER may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-13STATE or AT&T Central Office.

#### 3.1.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged, shared cage, or cageless arrangement, within the same Central Office where the UNEs which are to be combined are located.

#### 3.1.1.2 (Method 2)

~~SBC-13STATE~~ and ~~AT&T~~ will extend ~~SBC-13STATE~~ and ~~AT&T~~ UNEs, as applicable, that require cross connection to the ~~CLEC~~CUSTOMER's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

~~SBC-13STATE~~ and ~~AT&T~~ will extend ~~SBC-13STATE~~ and ~~AT&T~~ UNEs to the CLEC's UNE frame that is located outside the ~~SBC-13STATE~~ or ~~AT&T~~ Central Office where the UNEs are to be combined in a closure such as a cabinet provided by ~~SBC-13STATE~~ or ~~AT&T~~ on ~~SBC-13STATE~~ or ~~AT&T~~ property.

- 3.2 The following terms and conditions apply to all methods when ~~SBC-13STATE~~ or ~~AT&T~~ provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
- 3.2.1 ~~CLEC~~CUSTOMER may request access to UNEs involving three (3) or fewer Central Offices per state per week. Within ten (10) business days of receipt of a written request for access to UNEs, ~~SBC-13STATE~~ or ~~AT&T~~, as applicable, will provide a written reply notifying the requesting ~~CLEC~~CUSTOMER of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 3.2.2 In ~~SBC-13STATE~~, ~~A~~access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of ~~SBC-13STATE~~ and ~~AT&T~~ Central Office space and equipment.
- 3.2.3 The ~~CLEC~~CUSTOMER may cancel the request at any time, but will pay ~~SBC-13STATE~~'s or ~~AT&T~~'s reasonable and demonstrable costs, as applicable, for modifying ~~SBC-13STATE~~'s/~~AT&T~~'s Central Office up to the date of cancellation.
- 3.2.4 Reserved.
- 3.2.5 ~~CLEC~~CUSTOMER shall be responsible for initial testing and trouble isolation of facilities containing ~~CLEC~~CUSTOMER installed cross connects.
- 3.2.6 ~~CLEC~~CUSTOMER shall refer trouble isolated in the ~~SBC-13STATE~~ or ~~AT&T~~ UNE to ~~AT&T~~ or ~~SBC-13STATE~~, as applicable.

- 3.2.7 Prior to ~~SBC-13STATE~~ or ~~AT&T~~ providing access to UNEs under this Appendix, ~~CLECCUSTOMER~~ and ~~SBC-13STATE~~ or ~~AT&T~~, as applicable, shall provide each other with a point of contact for overall coordination.
- 3.2.8 ~~CLECCUSTOMER~~ shall provide all tools and materials required for ~~CLECCUSTOMER~~ to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.9 All tools, procedures, and equipment used by ~~CLECCUSTOMER~~ to connect to ~~SBC-13STATE~~'s and ~~AT&T~~'s network shall comply with technical standards set out in ~~SBC-AT&T~~'s Local Exchange Carrier Technical Document TP76300, to reduce the risk of damage to the network and customer disruption. \_\_\_\_\_
- 3.2.10 ~~CLECCUSTOMER~~ shall be responsible for ~~CLECCUSTOMER~~'s personnel or qualified contractors observing ~~SBC-13STATE~~'s and ~~AT&T~~'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If ~~SBC-13STATE~~ or ~~AT&T~~ for any reasonable and lawful reason requests ~~CLECCUSTOMER~~ to discontinue furnishing any person provided by ~~CLECCUSTOMER~~ for performing work on ~~SBC-13STATE~~'s or ~~AT&T~~'s premises, ~~CLECCUSTOMER~~ shall immediately comply with such request. Such person shall leave ~~SBC-13STATE~~'s and/or ~~AT&T~~'s premises promptly, and ~~CLECCUSTOMER~~ shall not furnish such person again to perform work on ~~SBC-13STATE~~'s or ~~AT&T~~'s premises without ~~SBC-13STATE~~'s and/or ~~AT&T~~'s consent, as applicable.
- 3.2.11 ~~CLECCUSTOMER~~ shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to ~~SBC-13STATE~~ and/or ~~AT&T~~ premises and/or facilities. ~~SBC-13STATE~~ and ~~AT&T~~ identification cards will be issued, as applicable, for any ~~CLECCUSTOMER~~ employees or qualified contractors who are designated by ~~CLECCUSTOMER~~ as meeting the necessary requirements for access. Entry to ~~SBC-13STATE~~ and ~~AT&T~~ premises will be granted only to ~~CLECCUSTOMER~~ employees with such identification.
- 3.2.12 ~~CLECCUSTOMER~~ shall designate each network element being ordered from ~~AT&T~~-or ~~SBC-13STATE~~. ~~CLECCUSTOMER~~ shall provide an interface to receive assignment information from ~~SBC-13STATE~~ and ~~AT&T~~ regarding location of the extended UNEs. This interface may be manual or mechanized.

- 3.2.13 SBC-13STATE and AT&T will provide CLECCUSTOMER with contact numbers as necessary to resolve assignment conflicts encountered. All contact with either SBC-13STATE or AT&T shall be referred to such contact numbers.
- 3.2.14 The CLECCUSTOMER shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLECCUSTOMER at the work site. The use of cellular telephones is not permitted in by CLECCUSTOMER employees in SBC-13STATE or AT&T equipment areas where SBC-13STATE or AT&T restricts its own employees from using cellular telephones.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE or AT&T UNEs will be made on an individual case basis (ICB).
- 3.2.15.2 SBC-13STATE and AT&T will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-13STATE and AT&T will ensure that the first CLEC obtaining Access to UNEs in an SBC-13STATE or AT&T premises will not be responsible for the entire cost of site preparation and security.
- 3.2.15.3 SBC-13STATE and AT&T will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE and AT&T for other construction and preparation work performed in the building.

#### 4.\* ADJACENT LOCATION (This Section applies only to PACIFIC)

- 4.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which PACIFIC offers the Adjacent Location Method.
- 4.2 The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a PACIFIC Central Office as identified by PACIFIC. Under this method PACIFIC UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

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\* Section 4.0 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.3 This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.4 The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:
- 4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.6 The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7 The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.
- 4.8 The CLEC will be responsible for testing and isolation of facilities from the customer's location to the entrance manhole.
- 4.9 The CLEC should refer any isolated trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.
- 4.10 The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct occupancy permit pursuant to 'Appendix for Access to SBC Communications Inc.'s Structure (Poles, Conduits, and Rights of Ways)'. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11 In order for **PACIFIC** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

- 4.12 The CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 4.13 The CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in the CLEC's facility.
- 4.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, the CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.
- 4.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

## 5. BONA FIDE REQUEST (SBC-13STATE)

- 5.1 This Bona Fide Request process described below applies to each Bona Fide Request submitted in **SBC-13STATE or Florida**. For purposes of this Appendix BFR, a "Business Day" means Monday through Friday, excluding Holidays observed by **SBC-13STATE and AT&T**.
- 5.2 **SBC-13STATE and AT&T**  
Bona Fide Request Process
- 5.2.1 In this Agreement, a Bona Fide Request ("BFR") is the process by which ~~CLEC-CUSTOMER~~ may request ~~-SBC-13STATE~~ **or AT&T** to provide CUSTOMER~~CLEC~~ access to new, undefined UNE, (a "Request"), or combinations of UNEs not currently provided in the network or that **SBC-13STATE and AT&T is-are** not required to provide in accordance with paragraph 2.9.1 of this Appendix.
- 5.2.1.1 Reserved.
- 5.2.1.2 Reserved.
- 5.2.1.3 Reserved.
- 5.2.1.4 Reserved.

- 5.2.2 The BFR process for AT&T and SBC-12STATE set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the CLEECCUSTOMER Handbook. Included with the Application CUSTOMERCLEEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a one (1) year non-binding forecast.
- 5.2.4 CUSTOMERCLEEC is responsible for all reasonable costs incurred by SBC-13STATE or AT&T to review, analyze and process a BFR. No charges apply for SNET to prepare the Preliminary Analysis. When submitting a BFR Application Form, CUSTOMERCLEEC has two options to compensate AT&T or SBC-12STATE, as applicable, for its costs incurred to complete the preliminary analysis of the BFR, (the “Preliminary Analysis”):
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AT&T or SBC-12STATE’s preliminary evaluation costs, in which case SBC-12STATE or AT&T, as applicable, may not charge CUSTOMERCLEEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case CUSTOMERCLEEC shall be responsible for all reasonable preliminary evaluation costs incurred by AT&T or SBC-12STATE, as applicable, to complete the Preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CUSTOMERCLEEC submits a \$ 2,000 deposit with its BFR, and AT&T or SBC-12STATE-12STATE, as applicable, is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T or SBC-12STATE, as applicable, will return the \$2,000 deposit to CUSTOMERCLEEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CUSTOMERCLEEC, either be refunded or credited toward additional developmental costs authorized by CUSTOMERCLEEC. Whether or not CUSTOMERCLEEC submits the \$2,000 deposit with its BFR, SBC-12STATE or AT&T, as applicable, shall provide CUSTOMERCLEEC with a statement detailing the costs incurred to complete the Preliminary Analysis. No charges apply for SBC-SNET to prepare the Preliminary Analysis.

- 5.2.6 CUSTOMER~~The requesting Party~~ may cancel a BFR in a commercially reasonable manner.
- 5.2.6.1 No charges apply for SBC-SNET to prepare the Preliminary Analysis.
- 5.2.6.2 Upon written notice, CUSTOMER~~CLEC~~ may cancel a BFR at any time, but will pay AT&T or SBC-12STATE, as applicable, its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T or SBC-12STATE, as applicable, received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CUSTOMER~~CLEC~~, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of CUSTOMER~~the—CLEC~~, either returned to CUSTOMER~~CLEC~~ or credited toward additional developmental costs authorized by CUSTOMER~~CLEC~~.
- 5.2.6.3 In SNET: Cancellation charges will not apply if the written notice of cancellation is received by SNET after SNET submits its Preliminary Analysis to CUSTOMER~~CLEC~~ but before CUSTOMER~~CLEC~~'s request for the BFR Quote. Cancellation charges will apply after CUSTOMER~~CLEC~~ submits its request for SNET to provide a BFR Quote, but before the BFR Quote is provided to CUSTOMER~~CLEC~~. CUSTOMER~~CLEC~~ shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time SNET receives the written notice of cancellation from CUSTOMER~~CLEC~~. However, if SNET receives notification from CUSTOMER~~CLEC~~ for cancellation of the BFR after receipt by CUSTOMER~~CLEC~~ of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by SNET or the estimate in the BFR Quote plus twenty percent (20%).
- 5.2.7 SBC-13STATE and AT&T will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-13STATE or AT&T, as applicable, will acknowledge receipt of the BFR, as well as inform CUSTOMER~~CLEC~~ if the BFR is not the correct process for the Request, and in such acknowledgement advise CUSTOMER~~CLEC~~ of the need for any further information needed to process the Request. CUSTOMER~~CLEC~~ acknowledges that the time intervals set forth in this Appendix begins once AT&T or SBC-12STATE, as applicable, has received a complete and accurate BFR Application Form and, if applicable in Florida or SBC-12STATE, \$2,000 deposit.

- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-13STATE or AT&T, as applicable, will provide to CUSTOMER CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will (i) indicate that SBC-13STATE or AT&T, as applicable, will offer the Request to CUSTOMER CLEC or (ii) advise CLECCUSTOMER that SBC-13STATE or AT&T, as applicable, will not offer the Request. If SBC-13STATE or AT&T indicates it will not offer the Request, SBC-13STATE or AT&T, as applicable, will provide a detailed explanation for the denial. —Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, and/or ii) that the Request is not required to be provided by SBC-13STATE or AT&T, as applicable, under the Act.
- 5.2.9 If the Preliminary Analysis indicates that AT&T or SBC-12STATE will offer the Request, CUSTOMER CLEC may, at its discretion, provide written authorization for SBC-12STATE or AT&T, as applicable, to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available.
- 5.2.9.1 CUSTOMER CLEC’s written authorization to develop the BFR Quote must be received by SBC-13STATE or AT&T, as applicable within thirty (30) calendar days of CUSTOMER CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CUSTOMER CLEC will pay to SBC-12STATE or AT&T, as applicable, all reasonable and demonstrable costs as set forth above. Any request by CUSTOMER CLEC for AT&T or SBC-12STATE to proceed with a Request received after the thirty (30) calendar day window will require CUSTOMER CLEC to submit a new BFR.
- 5.2.9.2 SBC-SNET will apply standard tariffed Processing Fees (BFR Development fees) according to Connecticut Access service tariff 4.11.
- 5.2.10 As soon as feasible, but not more than ninety (90 ) calendar days after its receipt of authorization to develop the BFR Quote, SBC-13STATE or AT&T, as applicable, shall provide to CLECCUSTOMER a BFR Quote, which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

5.2.11 Within thirty (30) days of its receipt of the BFR Quote, ~~CLEC~~CUSTOMER must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and if in ~~SBC-12STATE~~ or Florida, reimburse ~~SBC-12STATE~~ or ~~AT&T, as applicable~~ for its reasonable and demonstrable costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the General Terms and Conditions.

5.2.11.1 If ~~SBC-12STATE~~ or ~~AT&T, as applicable~~, does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. ~~CLEC~~CUSTOMER shall be responsible to reimburse ~~AT&T or SBC-12STATE, as applicable~~, for its reasonable and demonstrable costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by ~~CLEC~~CUSTOMER). ~~CLEC~~CUSTOMER shall be responsible to reimburse SNET in accordance with paragraph 5.3.1 (whether affirmatively canceled or deemed canceled by ~~CLEC~~CUSTOMER).

5.2.11.2 Unless ~~CLEC~~CUSTOMER agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act

5.2.12 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.

\*5.2.13 Whenever CLEC requests to purchase a particular ~~SBC-13STATE~~ Network Element that is operational anywhere in SBC's network at the time of the request, but for which no unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: ~~SBC-13STATE~~ will provide a price quote for the Element, consistent with the Act, within ten (10) calendar days following ~~SBC-13STATE~~'s receipt of CLEC's request. If the Parties have not agreed on a price for the Element within ten (10) calendar days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

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\* This Section 5.2.13 is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by ~~AM-WI~~ and consistent with the following order: Order of the Public Service Commission of Wisconsin in Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements Between CUSTOMER and Wisconsin Bell Telephone Company d/b/a Ameritech Wisconsin, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

## 6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to SBC-13STATE's or AT&T's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE and AT&T offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLECCUSTOMER access to the NID is offered as specified below (AT&T and SBC-12STATE) or by tariff (SNET).
- 6.2 AT&T and SBC-12STATE will permit CLECCUSTOMER to connect its local loop facilities to End Users' premises wiring through AT&T or SBC-12STATE's NID, as applicable, or at any other technically feasible point.
- 6.3 CLECCUSTOMER may connect to the End User's premises wiring through the AT&T or SBC-12STATE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLECCUSTOMER will be performed by SBC-12STATE or AT&T, as applicable, based on time and material charges. Such charges are reflected in the state specific Appendix Pricing or tariff, as applicable. SBC-12STATE, at the request of CLEC, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLECCUSTOMER will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T or SBC-12STATE's NID where necessary.
- 6.5 The AT&T and SBC-12STATE NIDs that CLECCUSTOMER uses under this Appendix will be existing NIDs installed by AT&T and SBC-12STATE to serve its their End Users.
- 6.6 CLECCUSTOMER shall not attach to or disconnect AT&T or SBC-12STATE's ground. CLECCUSTOMER shall not cut or disconnect AT&T or SBC-12STATE's loop from the NID and/or its protector. CLECCUSTOMER shall not cut any other leads in the NID.