INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company[1] d/b/a AT&T Illinois ("AT&T Illinois"), and PaeTec Communications, Inc. ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and McLeodUSA Telecommunications Services, Inc. for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on April 24, 2002 in docket number 02-0230, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

WHEREAS, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

WHEREAS, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Illinois hereby agree as follows:

1.0 Incorporation of Recitals and Adopted Agreement by Reference

1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.

1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Adopted Agreement

2.1 References in the Adopted Agreement to "PaeTec", or "CLEC," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.

2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on February 23, 2010.

2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

[1] Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Al Finnell/Carrier Relations Manager
STREET ADDRESS	6801 Morrision Blvd
CITY, STATE, ZIP CODE	Charlotte, NC 28211
FACSIMILE NUMBER	704-602-1946

2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

3.0 Clarifications

3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

PaeTec Communications, Inc.

By: _____

Printed: Sean Pflaging

Title: Sr. Vice President - Network Services
(Print or Type)

Date: 8/30/09

Illinois Bell Telephone Company d/b/a AT&T Illinois by AT&T Operations, Inc., its authorized agent

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-8-09

UNE OCN # 797B

SWITCH BASED OCN # 4717

ACNA: PUA

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

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

SUBJECT INDEX

SUBJECT **APPENDIX**

General Terms & Conditions ..... GT&C-13 STATE

800 Database 800-13STATE

Physical Collocation ..... PHYSICAL COLLOCATION-13STATE

Virtual Collocation ..... VIRTUAL COLLOCATION-13STATE

Direct DIRECT-13STATE

Directory Assistance DA-13STATE

Directory Assistance Listing DAL-13STATE

Emergency Services 911-13STATE

Merger Conditions ..... MERGER CONDITIONS-13STATE

Feature Group A FGA-13STATE

Foreign Exchange FX-13STATE

Interconnection Trunking Requirements ITR-13STATE

Inward Assistance Operator Services INW-13STATE

Message Exchange ..... MESSAGE EXCHANGE-13STATE

Microwave MICROWAVE-13STATE

Network Interconnection Methods NIM-13STATE

Number Portability NP-13STATE

Numbering NUMBERING-13STATE

Operator Services OS-13STATE

Operations Support Systems – Resale and UNE OSS-13STATE

Performance Measurements ..... PERFORMANCE MEASUREMENTS-13STATE

Reciprocal Compensation ..... RECIPROCAL COMPENSATION-13STATE

Resale RESALE-13STATE

Signaling System 7 ..... SS7-13STATE

Structure Access ..... SA – 13STATE

Unbundled Network Elements UNE-13STATE

Hosting HOSTING-12STATE

Digital Subscriber Line DSL-12STATE

Line Information Database-Administration LIDB-AS-12STATE

Line Information and CNAM Service ..... LINE INFORMATION/CNAM SERVICE-12STATE

Illinois Pricing ..... PRICING-IL

Illinois Recourse Credits ..... CREDITS - IL

Illinois Pricing Merger Promotion Template ..... PRICING MERGER - IL

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

between

Illinois Bell Telephone Company,

and

McLeodUSA Telecommunications, Inc.

TABLE OF CONTENTS

1. DEFINITIONS 6

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY 27

3. NOTICE OF CHANGES -- SECTION 251(C)(5) 32

4. GENERAL RESPONSIBILITIES OF THE PARTIES 32

5. EFFECTIVE DATE, TERM, AND TERMINATION 36

6. FRAUD 40

7. DEPOSITS (SBC-12STATE) 41

8. BILLING AND PAYMENT OF CHARGES 44

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION 51

10. DISPUTE RESOLUTION 56

11. AUDITS – APPLICABLE IN SBC-12STATE ONLY 61

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 64

13. LIMITATION OF LIABILITY 64

14. INDEMNITY 66

15. REMEDIES 72

16. INTELLECTUAL PROPERTY 72

17. NOTICES 72

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS 74

19. NO LICENSE 75

20. CONFIDENTIALITY 75

21. INTERVENING LAW 80

22. GOVERNING LAW 81

23. REGULATORY APPROVAL 81

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION 81

25. COMPLIANCE AND CERTIFICATION 83

26. LAW ENFORCEMENT 83

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR 85

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY 85

29. ASSIGNMENT 85

30. DELEGATION TO AFFILIATE 86

31. SUBCONTRACTING 87

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 87

33. FORCE MAJEURE 88

34. TAXES 89

35. NON-WAIVER 90

36. NETWORK MAINTENANCE AND MANAGEMENT 91

37. SIGNALING 92

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES 93

39. CUSTOMER INQUIRIES 93

40. EXPENSES 93

41. CONFLICT OF INTEREST 94

42. SURVIVAL 94

43. SCOPE OF AGREEMENT 94

44. AMENDMENTS AND MODIFICATIONS 95

45. IN-REGION MOST FAVORED NATIONS BETWEEN SBC STATES 95

46. APPENDICES INCORPORATED BY REFERENCE .....

47. AUTHORITY 95

48. COUNTERPARTS 96

49. ENTIRE AGREEMENT 96

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement)**, is dated as of _____, 2002 by and between Illinois Bell Telephone Company (d/b/a Ameritech Illinois) (only to the extent that the agent for Illinois Bell Telephone Company executes this Agreement for Illinois Bell Telephone Company and only to the extent that Illinois Bell Telephone Company provides Telephone Exchange Services as an ILEC in Illinois) and, McLeodUSA Telecommunications Services, Inc. (CLEC), (an Iowa corporation), shall apply to the state(s) of Illinois.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where Illinois Bell Telephone Company d/b/a Ameritech Illinois is the incumbent Local Exchange Carrier(s) and McLeodUSA Telecommunications Services, Inc. (CLEC), a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 GENERAL DEFINITIONS

1.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

1.1.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996) codified throughout 47 U.S.C.

1.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

1.1.4 **"Access Service Request"** (**ASR**) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.1.5 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,

1.1.5.2 x.25-based and x.75-based packet technologies, or

1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

1.1.6 **"Affiliate"** is As Defined in the Act.

1.1.7 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.1.8 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.

1.1.9 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC**-owned ILEC doing business in Indiana.

1.1.10 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned doing business in Michigan.

1.1.11 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC**-owned ILEC doing business in Ohio.

1.1.12 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC**-owned ILEC doing business in Wisconsin.

1.1.13 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.1.14 **"As Defined in the Act"** means as specifically defined by the Act.

1.1.15 **"As Described in the Act"** means as described in or required by the Act.

1.1.16 **"Automated Message Accounting"** (**AMA**) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

1.1.17 **"Billed Number Screening (BNS)"** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.1.18 **"Bona Fide Request"** (**BFR**) is the process described in the applicable Appendix UNE.

1.1.19 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.

1.1.20 **"Busy Line Verification"** (**BLV**) means a service whereby an End User requests an operator to confirm the busy status of a line.

1.1.21 **"CABS"** means the Carrier Access Billing System.

1.1.22 **"Calling Card Service"** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

1.1.23 **"Calling Name Database"** means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

1.1.24 **"Calling Name Delivery Service (CNDS)"** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

1.1.25 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.

1.1.26 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.

1.1.27 **"Calling Party Number"** (**CPN**) means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.1.28 **"Centralized Message Distribution System"** (**CMDS**) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.

1.1.29 **"Central office switch"** (**Central Office**) is a switching entity within the public switched telecommunications network, including but not limited to:

1.1.29.1 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.1.29.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.1.30 **"Claim"** means any pending or threatened claim, action, proceeding or suit."

1.1.30.1"CNAM Query**"** means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

1.1.30 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.32 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

1.1.33 **"Commercial Mobile Radio Services"** (**CMRS**) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.34 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

1.1.34.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.34.2 **the Public Utilities Commission of the State of California (CA-PUC);**

1.1.34.3 **the Connecticut Department of Public Utility Control** (**CT-DPUC**);
1.1.34.4 **the Illinois Commerce Commission** (**IL-CC**);
1.1.34.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1.34.6 **the Kansas Corporation Commission (KS-CC);**
1.1.34.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.34.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.34.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.34.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.34.11 **the Oklahoma Corporation Commission (OK-CC);**
1.1.34.12 **the Public Utility Commission of Texas (PUC-TX); and**
1.1.34.13 **the Public Service Commission of Wisconsin (PSC-WI)**

1.1.35 **"Common Channel Signaling"** (**CCS**) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.36 **"Common Language Location Identifier**" (**CLLI**) codes provide a unique 11-character representation of a network interconnection point. The first eight characters identify the city, state and building location, while the last three characters identify the network component.

1.1.37 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.38 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.

1.1.39 **"Custom Local Area Signaling Service Features"** (**CLASS Features**) means certain Common Channel Signaling based features available to End-Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.40 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.1.41 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.1.42 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.42.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

1.1.42.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.1.42.3 any Force Majeure Event.

1.1.43 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.1.44 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

1.1.44.1 **"Digital Signal Level 0"** (**DS-0**) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.1.44.2 **"Digital Signal Level 1"** (**DS-1**) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.1.44.3 **"Digital Signal Level 3"** (**DS-3**) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.1.45 **"Digital Subscriber Line"** (**DSL**) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

1.1.46 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.1.47 **"Enhanced Service Provider"** (**ESP**) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

1.1.48 **"Exchange Access"** is As Defined in the Act.

1.1.49 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.1.50 **"Exchange Message Interface"** (**EMI**) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

1.1.51 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

1.1.52 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

1.1.53 **"Feature Group D"** (**FG-D**) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

1.1.54 **"FCC"** means the Federal Communications Commission.

1.1.55 **"Foreign Exchange"** (**FX**) means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

1.1.56 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.1.57 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.

1.1.58 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.

1.1.59 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.1.60 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.1.61 **"Interconnection"** is As Defined in the Act.

1.1.62 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.1.63 **"InterLATA"** is As Defined in the Act.

1.1.64 **"Intermediate Distribution Frame"** (**IDF**) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.1.65 **"Internet Service Provider"** (**ISP**) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

1.1.66 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

1.1.67 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

1.1.68 **"Line Information Data Base"** (**LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

1.1.69 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.

1.1.70 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

1.1.71 **"Local Access Transport Area"** (**LATA**) is As Defined in the Act.

1.1.72 **"Local Exchange Carrier"** (**LEC**) is As Defined in the Act.

1.1.73 **"Local Exchange Routing Guide"** (**LERG**) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.1.7.4 "Local Calls**"**, for purposes of intercarrier compensation, is traffic that is defined as "Local" in the Appendix Reciprocal Compensation.

1.1.74 **"Local Number Portability"** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

1.1.75 **"Location Routing Number"** (**LRN**) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.1.76 **"Local Service Provider"** (**LSP**) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

1.1.77 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.78 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.1.79 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.1.80 **"Meet-Point Billing"** (**MPB**) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct

connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.81 **"Meet-Point Trunks/Trunk Groups"** (**MPTGs**) are used for the joint provision of Switched Access services, pursuant to Telecordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.1.82 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

1.1.83 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.

1.1.84 **"Network Data Mover"** (**NDM**) is an industry standard protocol for transferring information electrically.

1.1.85 **"Network Element"** is As Defined in the Act.

1.1.87 **"North American Numbering Plan"** (**NANP**) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.1.88 **"Numbering Plan Area"** (**NPA**) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.1.89 **"Number Portability"** is As Defined in the Act.

1.1.90 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.91 **"Ordering and Billing Forum"** (**OBF**) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.1.92 **"Originating Point Code" (OPC)** means a code assigned to identify CLEC's system(s) that originate SS7 messages, including LIDB Service Queries.

1.1.93 **"Party"** means either CLEC or the **SBC**-owned ILEC; use of the term "Party" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the **SBC**-owned ILEC**;** use of the term "Parties" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.

1.1.94 **"Permanent Number Portability"** (**PNP**) is a long-term method of providing LNP using LRN.

1.1.95 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority."

1.1.95 **"Point of Interconnection"** (**POI**) is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

1.1.96 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.

1.1.97 **"Rate Center Area"** means the following in each applicable area:

1.1.97.1 **SBC-AMERITECH**

1.1.97.1.1 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H

coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.97.2 **NEVADA**

1.1.97.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in PUC-NV tariff A6.2.7.

1.1.97.3 **PACIFIC**

1.1.97.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.97.4 **SNET**

1.1.97.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.97.5 **SBC-SWBT**

1.1.97.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

1.1.98 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.99 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.100 **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.

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

1.1.102 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.103 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.104 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

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

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

1.1.107 **"Service Control Point"** (**SCP**) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

1.1.108 **"Service Management System" (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

1.1.109 **"Service Provider Number Portability"** (**SPNP**) is synonymous with Permanent Number Portability "PNP".

1.1.110 **"Service Switching Point"** (**SSP**) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

1.1.111 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

1.1.112 **"Signal Transfer Point"** (**STP**) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.1.113 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.114 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-o/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

1.1.115 **"State Abbreviation"** means the following:

1.1.115.1 "AR" means Arkansas
1.1.115.2 "CA" means California
1.1.115.3 "CT" means Connecticut
1.1.115.4 "IL" means Illinois
1.1.115.5 "IN" means Indiana
1.1.115.6 "KS" means Kansas
1.1.115.7 "MI" means Michigan
1.1.115.8 "MO" means Missouri
1.1.115.9 "NV" means Nevada
1.1.115.10 "OH" means Ohio
1.1.115.11 "OK" means Oklahoma
1.1.115.12 "TX" means Texas
1.1.115.13 "WI" means Wisconsin

1.1.116 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC owned ILEC doing business in Arkansas.

1.1.117 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.

1.1.118 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.

1.1.119 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.

1.1.120 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.

1.1.121 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.

1.1.122 **"Synchronous Optical Network"** (**SONET**) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.1.123 **"Tape Load Facility"** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

1.1.124 **"Telecommunications"** is As Defined in the Act.

1.1.125 **"Telecommunications Carrier"** is As Defined in the Act.

1.1.126 **"Telecommunications Service"** is As Defined in the Act.

1.1.127 **"Telephone Exchange Service"** is As Defined in the Act.

1.1.128 **"Telephone Toll Service"** is As Defined in the Act.

1.1.129 **"Third Party"** means any Person other than a Party.

1.1.130 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.

1.1.131 **"Toll Free Service"** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

1.1.131 **"Translation Type"** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

1.1.132 **"Trunk"** means a communication line between two switching systems.

1.1.133 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 DEFINITIONS APPLICABLE TO **SBC-12STATE** ONLY

1.2.1 **"Data Base Administration Center"** (DBAC) means an **SBC-12STATE** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

1.2.2 **"Designated Central Office Document"** (**Document DCO**) is a document that is referenced in **SBC-12STATE** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, Activation Dates, the POI(s) and the applicable **SBC-12STATE** Central Offices.

1.2.3 **"Digital Cross Connect Panel"** (**DSX Panel**) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

1.2.4 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

1.2.5 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

1.2.6 **"Main Distribution Frame"** (**MDF**) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

1.2.7 **"Plain Old Telephone Service"** (**POTS**) means telephone service for the transmission of human speech.

1.2.8 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO **SBC-8STATE** ONLY

1.3.1 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding **SBC-8STATE** to the client/End User community.

1.3.2 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.3.3 **"Port**" is the point of interface/access connection to the **SNET** public switched network. This may be a switch line side interface or switch trunk side interface.

1.4 DEFINITIONS APPLICABLE TO **SBC-7STATE** ONLY

1.4.1 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those

transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4.2 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

1.4.3 **"Serving Wire Center"** (**SWC**) means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.

1.4.4 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.4.5 **"Data Interexchange Carrier" (DIXC**) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-7STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-7STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

1.4.6 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telecordia Technical Reference GR-317-CORE "GR-317.

1.4.7 **"Mid-Span Meet"** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

1.5 DEFINITIONS APPLICABLE TO **SNET** and **SBC-AMERITECH** ONLY

1.5.1 **"Centralized AMA"** (**CAMA**) is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

1.5.2 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

1.6 DEFINITIONS APPLICABLE TO **SBC-AMERITECH** ONLY

1.6.1 **"Automatic Route Selection"** or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.6.2 **"Control Office"** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.

1.6.3 **"Enhanced LECLink"** is a customer access service to the national distribution of billing records via Telecordia's Centralized Message Distribution System (CMDS).

1.6.4 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

1.6.5 **"Line Side"** refers to the switch port toward the CLEC's side of the equipment.

1.6.6 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the **SBC-AMERITECH** Serving Wire Center.

1.6.7 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 DEFINITIONS APPLICABLE TO **SNET** ONLY

1.7.1 **"800 Series"** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party.

Use of the "800" Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider's network translates the 800 series number into a conventional 7 or 10-digit telephone number for network switching and routing.

1.7.2 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

1.7.3 **"ConnNET"** is a CT packet switching network used for data communication to and from hosts and databases.

1.7.4 **"Database Administrative Service LIDB Operating Guidelines"** (Operating Guidelines) means the document developed by **SNET** that provides detailed instructions as to the working parameters of **SNET**'s provision of the LIDB Administrative System to CLEC, as may be updated by **SNET** from time to time. **SNET** shall provide such Operating Guidelines to CLEC upon execution of this Agreement.

1.7.5 **"Initial Billing Company"** (**IBC**) refers to the LEC that provides Feature Group B or D services at an End Office.

1.7.6 **"LIDB/AS"** means the LIDB administrative system for **SNET**.

1.7.7 **"Loop"** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the **SNET** designated serving wire centers.

1.7.8 **"Subsequent Billing Company"** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)

1.7.9 **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.7.10 **"Universal Digital Loop Carrier"** (**UDLC**) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.8 DEFINITIONS APPLICABLE TO **SBC-SWBT** only

1.8.1 **"Jurisdictional Identification Parameter"** (**JIP**) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to **SBC-SWBT** only)

1.8.2 **"Line Validation Administration System"** (LVAS) means the LIDB administrative system for **SBC-SWBT**.

1.8.3 **"Originating Line Information"** (**OLI**) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to **SBC-SWBT** only.)

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to **Section 21**, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.5.3 Wherever the term "customer" is used in connection with **SBC-SWBT**'s retail tariffs, the term "customer" means the ultimate "customer" or the "End User" of any tariffed service.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement

shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a

"Non-Voluntary Arrangement"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUCO's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions that apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services

available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **SBC-13STATE'**s obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13 STATE** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and

2.12.1.2 Assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, **the "ILEC Assets"**).

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 (Reserved).

4.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telecordia BOC

Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.

4.6.2 **NEVADA** does not have a line information database and/or Calling Name databases. Line information database services can be purchased from **PACIFIC**.

4.7 **INSURANCE REQUIREMENTS**

4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

4.7.2 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. Fire Legal Liability sub-limits of $2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.

4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

4.7.6 Each Party agrees to provide the other Party 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.

4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of 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

4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party 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.

4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

4.8 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

4.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a **"CLEC Change"**), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate **SBC-13STATE** for the costs to be incurred by **SBC-13STATE** to make the CLEC Change to the applicable **SBC-13STATE** databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate **SBC-13STATE** for any service order charges and/or service request charges associated with such CLEC Change. **SBC-13STATE**'s agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

4.10 When a End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

4.10.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:

4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10.2 The following applies to **AM-IN** only:

4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10.3 The following applies to **AM-MI** only:

4.10.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10.4 The following applies to **AM-OH** only:

4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

4.12 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. The Parties may agree to implement the provisions of this Agreement upon execution.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on June 23, 2004 (the **"Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within thirty (30) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within thirty (30) calendar days after written notice thereof.

5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:

5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

5.5.2 Each Party shall promptly pay all amounts owed under this Agreement including any Disputed Amounts in accordance with Section 8.4 hereof;

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

*5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request; provided, however that rates during any gap period would be determined as follows:

1. If there is a Commission approved Ameritech tariffed rate for an item, that rate and associated terms and conditions would apply;

2. If there is no Commission approved tariffed rate for an item, but there is a rate for that item in the interconnection agreement the parties are making now, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and the retroactive true-up shall be completed within ninety-(90) calendar days following the effective date of such successor Agreement;

3. If there is no Commission approved tariffed rate and no rate in the interconnection agreement, but there is a rate for the item in an existing, non-expired interconnection

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* This Section 5.7 is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

agreement between Ameritech and another CLEC, the rate and the terms and the conditions in that other agreement would apply.

5.7.1 Either Party has the right to petition the Commission if there are Regulatory changes affecting pricing of UNEs after the expiration of the Interconnection Agreement between the Parties. The "effective date" of the petitioned rates will be the date of the Commission order. The Commission approved petitioned rates shall not be retroactive to the expiration date of the prior agreement unless the Commission expressly orders retroactive application. Both Parties agree to request an expedited decision.

5.7.2 If **SBC-AMERITECH** has approved tariffs on file for interconnection or wholesale services, CLEC may purchase services from **SBC-13STATE** from this interconnection agreement, the approved tariffs, or both in its sole discretion.

5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the **Commission** of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the **SBC**-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial,

operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. FRAUD

6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

6.4 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.

6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.

6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.

6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.

6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

6.6.1 For terms and conditions for TARS, see Appendix Resale.

6.6.2 TARS is offered in **PACIFIC** only.

7. DEPOSITS (SBC-12STATE)

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. **SBC-12STATE** may, in order to safeguard its interests, require that CLEC, if it has proven history of late payments or has not established a minimum of twelve consecutive months good credit history with **SBC-12STATE**, make a reasonable deposit to be held by **SBC-12STATE** as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Section 10 Dispute Resolution. A CLEC that furnishes both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned-ILECS (that is, **AMERITECH, NEVADA, PACIFIC, SNET and SWBT**) where CLEC is doing or has done business as a Local Service Provider, CLEC shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements in each state covered by this

Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for **NEVADA, PACIFIC** or **SWBT,** if immediately prior to the Effective Date, CLEC was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of $17,000; or

7.2.2 for **NEVADA, PACIFIC** or **SWBT**, if immediately prior to the Effective Date, CLEC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for **SBC-AMERITECH**, subject to external credit check verification and/or financial statement review, **SBC-AMERITECH** may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILEC(s) (that is, **AMERITECH, NEVADA, PACIFIC, SNET** and **SWBT**) with which CLEC is doing or has done business as a Local Service Provider, **SBC-12STATE** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term. In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each **SBC**-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.3 Any cash deposit for one state shall be held by **SBC-12STATE** as a guarantee of payment of charges billed to CLEC, provided, however, **SBC-12STATE** may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

7.3.1 when **SBC-12STATE** sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or

7.3.2 when **SBC-12STATE** suspends CLEC's ability to process orders in accordance with Section 9.6.1.1; or

7.3.3 when CLEC files for protection under the bankruptcy laws; or

7.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

7.3.5 when this Agreement expires or terminates; or

7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **SBC-12STATE** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

7.4 So long as CLEC maintains timely compliance with its payment obligations, **SBC-12STATE** will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, **SBC–12STATE** reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.

7.5 If during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

7.5.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or

7.5.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.

7.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **SBC-12STATE**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

7.6.1 for **NEVADA, PACIFIC** or **SWBT** for a two (2) month period exceeds the deposit amount held; or

7.6.2 for **AMERITECH** for a two (2) to four (4) month period exceeds the deposit amount held.

7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs/ASBS ("CBA" is utilized in **SWBT** only; "ESBA" is utilized in **PACIFIC** and **NEVADA** only; "ASBS" is utilized in **AMERITECH** only) and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.

7.7.1 In **SBC-7STATE** only, after calculating the amount equal to the average billing to CLEC for that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to **SBC-7STATE** in the event of CLEC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, CLEC shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 9 of this Agreement for that state. If CLEC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.

7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be paid by **SBC-7STATE** for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. **SBC-7STATE** may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

7.10 The fact that **SBC-12STATE** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

7.11 For Deposit requirements for **SNET**, see the applicable **CT-DPUC** ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and

services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by **NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the **"Bill Due Date"**.

8.1.3 Remittance in full of all bills rendered by **SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the **"Bill Due Date"**.

8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**).

8.1.5 If CLEC fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from CLEC after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied to **SBC-**

SWBT CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-SWBT** intrastate retail Commission-approved tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by **SBC-12STATE** under this Agreement is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-12STATE**'s intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC shall use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.3.1 CLEC shall make all payments to **SNET** in "immediately available funds." All payments to **SNET** shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the **CT-DPUC** or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If

CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC shall use the CCD+ or the CTX transaction set. CLEC and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all amounts due to the Billing Party, provided the Non-paying Party may dispute the Disputed Amount under the Dispute Resolution process of this Agreement, or (ii) all undisputed amounts to the Billing Party and all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:

8.4.4.1 The escrow account must be an interest bearing account;

8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;

8.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

8.4.4.5 Disbursements from the escrow account shall be limited to those:

8.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.

8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.

8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

*8.7 In **AM-IL**, **AM-WI** and **AM-MI**, the Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.0, above, if: (i) does not have a proven history of late payments and has established a minimum of twelve (12)

* Section 8.7 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 with the following orders: Order of the Illinois Commerce Commission in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company d/b/a Ameritech Illinois Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0338; Order of the Public Service Commission of Wisconsin in TDS Metrocom, Inc. Petition for Arbitration of Interconnection Terms, Conditions and Prices from Wisconsin Bell, Inc., d/b/a Ameritech Wisconsin, Docket 05-MA-123; Order of the Michigan Public Service Commission in the matter of the Petition for Arbitration to establish an Interconnection Agreement between TDS Metrocom, Inc., and Ameritech Michigan, Case No. U-12952. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute.

8.7.1 (Reserved).

8.7.2 (Reserved).

8.7.3 (Reserved).

8.7.4 (Reserved).

8.8 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

8.8.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

8.8.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Non-Paying Party shall be paid to the Non-Paying Party, together with accrued interest thereon, as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable;

8.8.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon, as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.8.4 [Reserved].

8.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party shall be grounds for termination of this Agreement. The Party terminating the agreement pursuant to this section must provide the termination notice required by Section 5.3.

8.10 [Reserved].

8.11 Each additional copy of any bill provided for billing from **SBC-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

8.12 Bills provided to CLEC from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing provided they have been approved by the relevant state commission.

8.13 **EXCHANGE OF BILLING MESSAGE INFORMATION**

8.13.1 **SBC-13 STATE** will provide CLEC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface **(EMI)** guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-AMERITECH, PACIFIC, NEVADA, SNET,** and **SBC-SWBT** will be included in implementation requirements documentation.

8.13.1.1 This section is intended to entitle CLEC to continue to receive ACDRS records in accordance with current operating procedures between **SBC-AMERITECH** and CLEC under the prior Resale Agreements.

8.13.2 To establish file transmission for the DUF, CLEC must provide a separate written request for each state to **SBC-AMERITECH, PACIFIC, NEVADA, SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.13.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users will be forwarded to CLEC as rated call detail on the DUF.

8.13.4 **SBC-SWBT** shall bill CLEC for DUF furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.13.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.

8.13.6 **SBC-AMERITECH, NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.13.7 CLEC shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 9.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

9.1.1 If a Party is furnished services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.

9.2 Failure to pay charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges **("Unpaid Charges"),** and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

9.2.1 With respect to Resale Services and Network Elements, **SBC-13STATE** will notify CLEC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that CLEC must remit payment within fourteen (14) calendar days following receipt of **SBC-13STATE**'s notice.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed **("Disputed Amounts")** and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements in accordance with the requirements set forth in Section 8.7.

9.3.4 [Reserved].

9.3.5 **SBC-13STATE** shall not terminate a service or feature provided to a CLEC End User upon the belief that SBC is not obligated to provide said service or feature under this Agreement until initiation and conclusion of the dispute resolution procedures in Section 10 of the General Terms and Conditions.

9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **SBC-AMERITECH only**

9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, or (ii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

9.5.1.3 refuse to accept new, or complete pending, orders; and/or

9.5.1.4 discontinue service.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

9.5.2.1 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

9.5.2.2 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 **SBC-7STATE only**

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall notify CLEC and the Commission in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following CLEC's receipt of such notice, the Resale Services and/or Network Elements furnished to CLEC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that **SBC-7STATE** shall cause any of CLEC's End Users provisioned through Resale Services to be defaulted to **SBC-7STATE** local service.

9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, **SBC-7STATE** will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from CLEC for any Resale Service or Network Element that could be furnished under this Agreement.

9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, CLEC shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to CLEC's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise CLEC's End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5) calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.

9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to CLEC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.

9.6.3.1 On the same date that these Resale Services are disconnected, **SBC-7STATE** shall cause such End Users provisioned through Resale Services to be transferred directly to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service shall receive the same services provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from CLEC to **SBC-7STATE** as specified in this Section 9.6 shall be billed to CLEC.

9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all Resale End Users transferred through this process.

9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred Resale End Users that because of CLEC's failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

9.6.5 Within twenty (20) calendar days of transfer, **SWBT-KS** shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of CLEC's failure to pay **SWBT-KS**, their local service is now being provided by **SWBT-KS**. **SWBT-KS** shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.

9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the transferred End User's service.

9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.5.

9.6.7 **SBC-7STATE** may discontinue service to CLEC as provided in Section 9.6.3 and shall have no liability to CLEC or CLEC's End Users in the event of such disconnection or any transfer of Resale End Users to **SBC-7STATE** service in connection with such disconnection.

9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred End Users under Applicable Law; provided, however,

9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."

9.6.9 Once the letter required by Section 9.6.1 has been sent to CLEC, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from CLEC until

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 CLEC has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7.

9.7 **SNET only**

9.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twenty-four (24) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.1.3 Notwithstanding any other provision of the Agreement, and subject to state and federal regulations, the Parties shall not permit the pendency of a dispute to disrupt service to any CLEC End User contemplated by this Agreement.

10.2 Alternative to Litigation

10.2.1 The Parties desire to expeditiously, economically and equitably resolve disputes arising under this Agreement without litigation. Accordingly, the Parties agree that the following Dispute Resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach are preferred. However, notwithstanding any other language in this Agreement, a Party may in its sole discretion invoke the informal or formal complaint procedures of the appropriate state or federal regulatory agency for any dispute arising out of this agreement or its breach which involves, in whole or in part, the application or interpretation of state or federal telecommunication laws and regulations upon conclusion of the informal Dispute Resolution procedures set forth in Section 10.5. In the event a Party invokes the jurisdiction of the appropriate state or regulatory agency, both Parties agree that the agency has

jurisdiction to resolve all disputes arising under this Agreement to the extent permitted by Applicable Law.

10.3 Commencing Dispute Resolution

10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

10.3.1.1 Service Center (**SBC-AMERITECH**), LSC (**SBC-7STATE**) or LEC-C (**SNET**);

10.3.1.2 Informal Dispute Resolution; and

10.3.1.3 Formal Dispute Resolution, each of which is described below.

10.4 LSC/ Service Center/LEC-C Dispute Resolution -the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC-AMERITECH** Service Center; **SBC-7STATE** Local Service Center **(LSC)**; **SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. Either Party is not prohibited from supplementing the basis for its billing dispute at any time during the process.

10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on the other Party's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-disputing Party will notify the disputing Party of the status of the dispute and the expected resolution date.

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), **SBC-13STATE** will notify CLEC of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **SBC-13STATE** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days after receipt of the written notice (provided **SBC-13STATE,** furnishes all requisite information with the written notice) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-13STATE** of the status of the dispute and the expected resolution date.

10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative that will have authority to finally resolve the dispute to meet and negotiate in good faith to resolve any dispute arising under this Agreement. Designation of representatives must be provided in writing to the other Party within five (5) calendar days of receipt of notice of a dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. During the informal dispute resolution process, reasonable requests for information related to the dispute should be provided to the requesting Party within seven (7) calendar days of issuance of

the request subject to any appropriate objections. Within five-(5) business days of the initiation of the informal Dispute Resolution, the Party initiating the informal dispute shall present a written statement summarizing its position as to the dispute. Within five-(5) business days of receipt, the other Party shall respond with a written statement summarizing its position as to the dispute. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit or agency action without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations and which may have been provided in response to a reasonable request for information during the course of Dispute Resolution are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit unless both Parties agree otherwise.

10.5.2 The informal Dispute Resolution process shall conclude not more than fifteen (15) business days after service of a Party's written notice of controversy or claim provided pursuant to Section 10.3.1 unless the Parties mutually agree to extend this deadline for concluding the informal Dispute Resolution process. Upon conclusion of the informal Dispute Resolution process, either Party may in its sole discretion invoke either the formal Dispute Resolution set forth in Section 10.6 or the informal or formal complaint procedures of the appropriate state or federal regulatory agency.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in Section 10.5, including arbitration or other procedures as appropriate. Formal Dispute Resolution shall conclude not more than twenty (20) business days after either Party invokes the formal Dispute Resolution process unless the Parties mutually agree to extend the deadline for concluding formal Dispute Resolution.

10.6.2 Claims Subject to Mandatory Arbitration The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twenty-four (24) months immediately preceding receipt of the letter initiating Dispute

Resolution under Section 10.3. If the disputing Party has not been billed for a minimum twenty-four (24) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

10.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

10.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

10.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

10.7 Arbitration

10.7.1 Disputes subject to mandatory arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Arbitration will be held in the city where the Commission is located or at a location that is agreeable to both Parties. The arbitration hearing will be requested to commence within forty-five (45) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential

Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and shall be in writing. Judgement upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

10.7.2 **SBC-13STATE**, the CLEC and the arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery and other related events, as confidential, except as necessary.

11. AUDITS – Applicable in SBC-12STATE only

11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the **"Auditing Party"**) may audit the other Party's (the **"Audited Party"**) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement **("service start date")** for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30)

calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

11.2 Audits - **SNET** only

11.2.1 Except as provided in Appendix Compensation, **SNET** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SNET**, CLEC and all other CLECs doing business with **SNET** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SNET**'s billing and invoicing.

11.2.2 **SNET** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SNET** employees, books, records and other documents reasonably necessary to perform the audit.

11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

13.1 Except as otherwise provided in Section 14 Indemnity or in specific appendices, each Party shall be responsible only for services(s) and facility (ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.

13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that

portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

13.4 **SBC-13STATE** shall not be liable for damages to a End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.5 Except for payments required pursuant to Section 15 Performance Measurements, including but not limited to any penalties, damages, service associated credits with the SBC and Ameritech merger or other penalties assessed by any state, and except for indemnity obligations under Section 14 Indemnity, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance under this Agreement, other than for white pages listings as described in Section 13.7, whether in contract, tort or otherwise,

shall not exceed in total the amount **SBC-13STATE** or CLEC has or would have properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific End User of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed, and (ii) the amount such negligent or breaching Party would have been liable to its End User if the comparable retail service was provided directly to its End User.

13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, Consequential Damages, except to the extent caused by **SBC-13STATE**'s own negligence or willful misconduct.

13.7 [Reserved].

14. INDEMNITY

14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (the **"Indemnified Party"**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct **("Fault")** of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their

employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the **"Indemnifying Party"**) shall defend and indemnify the other Party (the **"Indemnified Party"**) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

14.4 A Party (the **"Indemnifying Party"**) shall defend, indemnify and hold harmless the other Party **("Indemnified Party")** against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

14.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an

Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for* Declaratory *Ruling*. Absent any stay, reconsideration or appeal, such Order will become effective thirty (30) days following the future publication of such Order in the Federal Register. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

14.5.1.1 When the Order referenced in Section 14.5.1 (or any reconsideration or appeal therefrom) is effective, **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **SBC-13STATE**.

14.5.1.2 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **SBC-13STATE**.

14.5.1.3 When the Order referenced in Section 14.5.1 (or any reconsideration or appeal therefrom) is effective, to the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including **SBC-13STATE**.

14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Network Elements (including combining with CLEC's Network

Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.6 A Party shall reimburse the other party for damages to the Party's facilities utilized to provide telecommunication services caused by the negligence or willful act of a Party, its agents or subcontractors or a party's End User or resulting from the malfunction of either party's facilities, functions, products, services or equipment provided by any person or entity other than the Parties. Upon reimbursement for damages, the Party will cooperate with the other Party in prosecuting a claim against the person causing such damage. The Party shall be subrogated to the right of recovery by the other Party for the damages to the extent of such payment.

14.7 Indemnification Procedures

14.7.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

14.7.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

14.7.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.7.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has

approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

14.7.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

14.7.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

14.7.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

14.7.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

14.7.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

14.7.10 To the extent that state or federal law or regulations require **SBC-13STATE** to reimburse CLEC for credits, cellular telephone costs or other compensation for End Users resulting from failure to meet certain service quality standards, nothing in this Agreement shall be deemed to require CLEC to follow procedures to obtain such reimbursement other than those-procedures set forth

in the applicable state or federal law or regulations. Disputes shall be resolved pursuant to dispute resolution processes specified by such state or federal law or regulations, if any. In the absence of such specifically identified dispute resolution processes, disputes shall be resolved pursuant to the dispute resolution processes in this agreement. This paragraph does not create any additional liability for either Party and is only intended to clarify the processes for obtaining the reimbursement described herein where authorized by law or regulation.

15. REMEDIES

15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

16. INTELLECTUAL PROPERTY

16.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.

17.1.5 Notices will be deemed given as of the earliest of:

17.1.5.1 the date of actual receipt,

17.1.5.2 the next Business Day when sent via express overnight delivery service,

17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	**CLEC CONTACT**	**SBC-13STATE CONTACT**
NAME/TITLE	Lauraine Harding Senior Manager Interconnection Negotiation	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6400 C Street SW PO Box 3177	311 S. Akard, 9th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Cedar Rapids, IA 52406-3177	Dallas, TX 75202-5398
FACSIMILE NUMBER	319-790-7901	214-464-2006

17.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party. The Party receiving said notification shall acknowledge receipt of said notice within ten (10) calendar days of receipt.

17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.2.1 In the **SBC-13STATES**, Accessible Letter notification will be via electronic mail **("e-mail")** distribution. Accessible Letter notification via e-mail will be deemed given the date set forth on the e-mail receipt.

17.2.2 In **SBC-13STATE**, CLEC may designate an unlimited number of recipients for Accessible Letter notification via e-mail.

17.2.3 In **SBC-13STATE**, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available under the appropriate state heading under the CLEC Handbook portion of CLEC Online) to the individual specified on that form to designate in writing each individual's email address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-13STATE.**

17.3 **SBC-SWBT only:**

17.3.1 **SBC-SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement

17.4 [INTENTIONALLY LEFT BLANK].

17.5 Notices provided via Accessible Letters does not authorize **SBC-13STATE** to implement changes that require Commission approval.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

18.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as

preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

18.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

19. NO LICENSE

19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if :

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary;"; or

20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and

20.1.4 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 20, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

(a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

(b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

(c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

(d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such

agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

20.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

20.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

20.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

20.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

20.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

20.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

20.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.

20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for

protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.5 Notwithstanding any of the foregoing, **SBC-13STATE** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **SBC-13STATE**'s activities under the Act and **SBC-13STATE** need not provide prior written notice of such disclosure to CLEC if **SBC-13STATE** has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.6 Return of Proprietary Information

20.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the

date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorneys' fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the

general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to **SBC-12STATE only**

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **SBC-12STATE** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

24.2 Applies to **SNET** only

24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

26.1 **SBC-12 STATE** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.1.2. Subpoenas:

26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

26.2 **SNET** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

28.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

29. ASSIGNMENT

29.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE** which consent shall not be unreasonably withheld;

provided that CLEC may assign or transfer this Agreement to its Affiliate by providing thirty (30) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9. **SBC-13STATE** shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against **SBC-13STATE** until the Parties agree upon the charges that apply to such CLEC Change.

29.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide CLEC not less than thirty (30) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. DELEGATION TO AFFILIATE

30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

31. SUBCONTRACTING

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

31.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

32.1.2 listed by any governmental agency as a hazardous substance.

32.2 CLEC will in no event be liable to **SBC-13 STATE** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. **SBC-13STATE** will indemnify, defend (at CLEC's request) and hold CLEC and each of its

officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.2.1 Any Environmental Hazard that **SBC-13STATE**, its contractors or agents introduce to the work locations, or

32.2.2 The presence or Release of any Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law.

32.3 **SBC-13STATE** will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that **SBC-13STATE** did not introduce to the affected work location. CLEC will indemnify, defend (at **SBC-13STATE**'s request) and hold **SBC-13STATE** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.3.1 any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations, or

32.3.2 the presence or Release of any Environmental Hazard for which CLEC is responsible under Applicable Law.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected

Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax

from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

34.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

34.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless

from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any Party in the use of such Party's Telecommunications Service, prevents any Party from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's facilities or equipment or malfunction of either Party's ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between

CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.

37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party.

39. CUSTOMER INQUIRIES

39.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

39.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and

39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

39.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

39.4 CLEC acknowledges that **SBC-13STATE** may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

40. EXPENSES

40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this

Agreement.

40.2 **SBC-12STATE** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

41.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

42. SURVIVAL

42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

43.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions.

44.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

45. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions[1], **SBC-13STATE** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. 252(a)(1), by **SBC-13STATE** (that at all times during the interconnection agreement negotiations was an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **SBC-13STATE** is a party.

45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

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[1] *See* the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

46. [Reserved].

47. AUTHORITY

47.1 Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that **SBC**-owned ILEC. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

47.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

47.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

48. COUNTERPARTS

48.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

49. ENTIRE AGREEMENT

49.1 **SBC-12STATE**

49.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

49.2 **SNET**

49.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

SBC-13 STATE Interconnection Agreement Signatures

McLeodUSA Telecommunications Services, Inc.

Signature: David R Conn (WAA)

Name: David R Conn
(Print or Type)

Title: Vice President + Deputy General Counsel
(Print or Type)

Date: March 27, 2002

Illinois Bell Telephone Company, By SBC Telecommunications, Inc., Its authorized agent

Signature: David D. Kerr

Name: David Kerr

Title: President - Industry Markets

Date: MAR 26 2002

AECN/OCN# Facilities: 7393 - 7765
Resale: 7271, 7859, 4008

APPENDIX 800

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DESCRIPTION 4

3. GENERAL TERMS AND CONDITIONS 5

4. RATE REGULATIONS 8

5. MONTHLY BILLING 9

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 9

APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database 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 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.

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, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

2.1 Other than as specifically set out elsewhere in this Agreement, **SNET** does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from **SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.

2.2 **SBC-12STATE**'s 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **SBC-12STATE** does not, either through a tariff or contract, provide Resp Org service.

2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

2.4 Access to the Toll Free Calling Database allows CLEC to access **SBC-12STATE**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.6 There are three optional features available with 800 service:

2.6.1 Designated 10-Digit Translation;

2.6.2 Call Validation; and

2.6.3 Call Handling and Destination.

2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.

2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.6.5.1 Time of Day

2.6.5.2 Day of Week

2.6.5.3 Day of Year

2.6.5.4 Allocation of Traffic by Percentage

2.6.5.5 NPA-NXX-XXXX

2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.

3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed

to circumvent the prices, terms, conditions or billing as specified for such related elements.

3.3 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.

3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

3.5 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. CLEC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.6 During periods of 800 database system congestion, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-**

12STATE's 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, **SBC-12STATE**, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

3.8 CLEC shall from time to time at **SBC-12STATE**'s request, provide additional forecasted information as deemed necessary by **SBC-12STATE** for network planning in connection with this offering.

3.9 **SBC-12STATE** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069.

3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.

3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its

local service customers where **SBC-12STATE** is the incumbent local exchange carrier. CLEC agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquires for the elements described herein shall be directed to:

3.13.1.1 For **SBC-7STATE** - the Local Service Center (LSC).

3.13.1.2 For **SBC-AMERITECH** - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the **SBC-12STATE** region.

4.2 The prices at which **SBC-13STATE** agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element.

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **SBC-2STATE** and **SBC-AMERITECH**).

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in **SBC-2STATE**).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in **SBC-2STATE** and 800 Database Vertical Feature in **SBC-AMERITECH**).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by **SBC-12STATE**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

5.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 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.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

1.1 Description of Subject Area And Issuing Organization	Document Number
1.1.1 Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1	TR-NWT-000271
1.1.1.2	TR-NWT-000533
1.1.2 Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1	TP 76638
1.1.2.2	TR-NWT-00095

APPENDIX PHYSICAL COLLOCATION

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS.....4

3. PURPOSE AND SCOPE OF AGREEMENT.....8

4. GENERAL OFFERINGS.....10

5. SPACE AVAILABILITY.....20

6. ELIGIBLE EQUIPMENT FOR COLLOCATION……..23

7. DEDICATED COLLOCATION SPACE CHARGES 25

8. USE OF DEDICATED COLLOCATION SPACE.....29

9. OPERATIONAL RESPONSIBILITIES 34

10. CASUALTY LOSS…….. 36

11. DELIVERY INTERVALS.....37

12. RE-ENTRY.....43

13. LIMITATION OF LIABILITY.....44

14. INDEMNIFICATION OF SBC-13STATE 45

15. OSHA STATEMENT 46

16. NOTICES 46

17. INSURANCE 48

18. PROTECTON OF SERVICE AND PROPERTY.....49

19. MISCELLANEOUS.....51

20. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 54

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Collocation 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 ILECs doing business 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.

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

1.8 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.9 **SWBT-TX** -As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.

1.10 **AM-MI** - As used herein, **AM-MI** means the applicable SBC owned doing business in Michigan.

1.11 **AM-IN** - As used herein, **AM-IN** means the applicable SBC owned ILEC doing business in Indiana.

1.12 **AM-IL** - As used herein, **AM-IL** means the applicable SBC owned ILEC doing business in Illinois.

1.13 **AM-WI** - As used herein, **AM-WI** means the applicable SBC owned ILEC doing business in Wisconsin.

1.14 **AM-OH** - As used herein, **AM-OH** means the applicable SBC owned ILEC doing business in Ohio.

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

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

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

2. DEFINITIONS

2.1 **"Active Central Office Space"** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. ***Also denotes central office space that may contain obsolete unused equipment.***

2.2 **"Adjacent Structure"** is a Collocator provided structure placed on **SBC-13STATE** property adjacent to an Eligible Structure. This arrangement is only permitted when space for physical collocation is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.3 **"Application Fee"** includes the costs incurred by **SNET/PACIFIC/NEVADA** to process the Collocator's application for physical collocation arrangements.

2.4 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.5 **"Augment"** is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.

2.6 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's dedicated collocation space in which a Collocator may install its telecommunications equipment.

2.7 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.8 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surrounding the Collocator's dedicated space ***as well as the space dedicated to Collocators.***

2.9 **"Collocation Interconnection Power Panel (CIPP)" (SBC- 8STATE ONLY)** is a DC Power panel for Power termination. ***Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage.***

2.10 **"COBO"** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in **SBC-AMERITECH**.

2.11 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection, access to Unbundled Network Elements (UNE), or both.

2.12 "**Day"** means calendar day within the Collocation Appendix unless specifically stated otherwise.

2.13 **"Dedicated Collocation Space"** is the space dedicated for the Collocator's physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.

∗2.14 **"Delivery Date"** the date upon which the ILEC will turn over the completed functional collocation space in accordance with the requesting carrier's application.

∗ This Section 2.14 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL**, and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications

2.15 **"**Eligible Structure" is identical to the definition of "Premises" adopted by the FCC at 47 C.F.R. § 51.5, as amended by the FCC in FCC 00-297**.**

2.16 **"Engineering Design Charge"** is the cost for **SBC-MOKA** employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

2.17 **"Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in **SBC-AMERITECH**.

2.18 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.19 **"Interconnector's Collocation Services Handbook"** is a publication provided to the CLECs which provides information on how to order collocation arrangements from **SBC-13STATE**. The document also provides information about **SBC-13STATE**'s collocation processes and requirements and is located on the CLEC website (https://clec.sbc.com/).

2.20 "**Non Standard Collocation Request (NSCR)**" in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.21 **"Occupancy date"** the date that **SBC-AMERITECH** may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.

2.22 **"Other Central Office Space"** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

2.23 **"Preparation Charges"** are the charges applicable to the preparation of **SBC-AMERITECH** Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.

2.24 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the **SBC-13STATE** responsibility for the provisioning of service ends.

2.25 **"Project Coordination Fee"** reflects **SNET/PACIFIC/NEVADA**'s labor costs to manage the provisioning of the individual Collocator's space requirements for a particular physical collocation space request. This fee is applicable upon the submission of an application.

2.26 **"Shared Physical Collocation Cage"** is a caged dedicated collocation space that is shared by two or more Collocators within the **SBC-13STATE**'s Eligible Structure.

2.27 **"Unused Space"** denotes any space in the Eligible Structure which is not occupied by **SBC-13STATE** personnel and/or occupied by or reserved for **SBC-13STATE** network equipment including affiliates and 3rd parties. May also be used to denote space within a specific Collocator's area that is not occupied by or reserved for Collocator's equipment. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)

2.28 **"Project Management Fee"** reflects **SBC-13STATE**'s labor costs to manage the provisioning of the individual Collocator's space requirements for a particular physical collocation space request. This fee is applicable upon the submission of an application.

3. PURPOSE AND SCOPE OF AGREEMENT

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Physical Collocation to Collocator. In the event the FCC amends its collocation rules, the Parties agree to negotiate in good faith amendments to the collocation requirements, which negotiations must be completed within thirty (30) days of the effective date of any such amendments. The Parties further agree to implement any such modifications to the agreement expeditiously by filing the necessary amendments to the agreement and requesting expedited approval by the appropriate state agency.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval of this Interconnection Agreement. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be

entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over and accepted by Collocator in accordance with section 3.3 of this Appendix.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over and accepted by Collocator in accordance with section 3.3 of this Appendix.

3.2.2.3 Unless otherwise mutually agreed by the Parties, if the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.2.3.1 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

3.3 TESTING AND ACCEPTANCE

3.3.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through of the Physical Collocation Space prior to **SBC-13STATE** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at **SBC-13STATE's** expense. Monthly recurring charges shall not commence until SBC-13STATE has made their corrections and Collocator has completed a follow-up acceptance walk through

3.3.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor.

3.3.3 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's **SBC-13STATE** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

3.3.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

3.3.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

4. GENERAL OFFERINGS

4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide physical collocation to CLEC for the purpose of interconnecting with **SBC-13STATE**'s network or for obtaining access to **SBC-13STATE** 's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. **SBC-**

13STATE's physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

4.1.1.1 In the **SBC-13STATE**'s, CLEC may apply for Caged Physical Collocation in initial increments of 50 square feet. The caged serving arrangement is an area designated by **SBC-13STATE** within an Eligible Structure to be used by a CLEC for the sole purpose of installing, maintaining and operating Collocator provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a **SBC-13STATE** premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **SBC-13STATE** shall provide CLEC Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A CLEC may request that **SBC-13STATE** provide Shared Caged Collocation via a new request for Physical Collocation whereby the CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space (**"New Shared Collocation"**) or a request by CLEC to enter into a sublease arrangement with another Resident Collocators(s) in CLEC's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and

occupied such space and is the sublessor in such arrangement. For purposes of this section, each CLEC (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator"**. An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC). Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, **SBC-13STATE** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of

New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CLEC is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CLEC shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if the CLEC is the Primary Collocator, then CLEC shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another CLEC to sublease space from CLEC, CLEC shall require such other CLEC(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such CLEC's compliance with the

terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If CLEC is the subleasee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **5.1** and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s unbundled Network Elements. **SBC-13STATE** shall provide CLEC access to **SBC-13STATE**'s unbundled Network Elements and permit CLEC to Interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide CLEC's Resident Collocators access to **SBC-13STATE**'s unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, CLEC agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the subleassee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged

Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one CLEC remains in the Shared Cage Collocation, that CLEC shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow CLEC to collocate in any unused space (space that is vacant and does not contain **SBC-13STATE** equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in **SBC-13STATE**'s Eligible Structure (e.g. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, **SBC-13STATE** must permit CLEC to have direct access to CLEC's equipment.

4.1.3.2 **SBC-13STATE** may not require CLEC to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. In addition, **SBC-13STATE** may not require CLEC to collocate in a room or isolated space, separate from **SBC-13STATE**'s own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein. **SBC-13STATE** may utilize reasonable segregation requirements that do not impose unnecessary additional cost on CLEC.

4.1.3.3 **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a **SBC-13STATE** premise will not be responsible for the entire cost of site preparation.

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space for physical collocation is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) to the extent technically feasible. **SBC-13STATE** will permit CLEC to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the CLEC to provide equipment installed within the Adjacent Structure. CLEC will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location of the Designated Space where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** and CLEC will mutually agree on a solution for provisioning power via NSCR. At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. In this instance, CLEC must use an **SBC-13STATE** Approved Power Installation Vendor. If CLEC selects **SBC-13STATE** to provide power, then **SBC-13STATE** will

provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

4.1.4.3 SBC-13STATE rates, terms and conditions for Adjacent Structure Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB or NSCR). When CLEC requests a particular collocation arrangement, the CLEC is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC Dedicated Space. If **SBC-13STATE** refuses to provide a collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to place power cable leads from the Collocator's dedicated space to **SBC-13STATE's** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Check sections 9.6.5 and 9.7 of this appendix for further requirements.

4.4 (Reserved).

4.5 Cross-connects between CLEC and other telecommunication carriers collocated at **SBC-13STATE** premises will be allowed as specified in the rules, regulations and orders of the FCC.

4.5.1 (Reserved).

4.6 (Reserved).

4.7 **SBC-13STATE** shall permit CLEC to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the physical collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from

SBC-13STATE, subject to reasonable safety limitations. As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a CLEC's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

4.7.1 Installing security cameras or other monitoring systems; or

4.7.2 Requiring CLEC personnel to use badges with computerized tracking systems; or

4.7.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require CLEC employees to receive such training from **SBC-13STATE** itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.

4.7.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.

4.8 Relocation – In the event **SBC-13STATE** determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the dedicated collocation space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, CLEC shall be responsible for the cost of preparing the new dedicated collocation space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs

4.8.1 In the event that CLEC requests that the Dedicated Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the

preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.

4.9 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be security qualified by the CLEC and will be required to be knowledgeable of **SBC-13STATE**'s security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require CLECs to receive security training from **SBC-13STATE**. CLECs can then provide their employees with their own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s).

4.10 CLECs and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **SBC-13STATE**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the CLECs or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the CLECs or **SBC-13STATE**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:

4.10.1 Theft or destruction of **SBC-13STATE**'s or any CLEC's property.

4.10.2 Use or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE**'s property.

4.10.3 Industrial espionage.

4.10.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.

4.10.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.

4.10.6 Permitting unauthorized persons access to **SBC-13STATE**'s or CLEC's equipment on **SBC-13STATE**'s property.

4.10.7 Carrying a weapon on **SBC-13STATE**'s property.

4.11 In addition, the CLEC and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the

CLEC of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or Collocation website(s), provided the such information and any and all updates to it are timely provided to the CLEC.

4.12 CLECs will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.

4.13 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

5. SPACE AVAILABILITY

5.1 At the request of CLEC, **SBC-13STATE** will provide space for physical collocation as described above. **SBC-13STATE** will provide physical collocation at a particular Eligible Structure unless it demonstrates that physical collocation is not technically feasible or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify CLEC within ten (10) calendar days of submission of a completed Application for physical collocation by CLEC as to whether its request for space has been granted or denied due to a lack of space. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being

advised of deficiencies. Any changes requested by Collocator and not resulting from a request of **SBC-13STATE**, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure

5.2.2 (Reserved).

5.3 If **SBC-13STATE** contends space for physical collocation is not available in a premises, **SBC-13STATE** must allow CLEC to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten calendar days, or such later date as mutually agreed, of the receipt of **SBC-13STATE**'s denial of space. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Premises.

5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can be determined Collocator space and how it is used.

5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the

specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s Internet site(s), indicating all premises that are full, and will update such a document within ten calendar days of the date at which a premises runs out of physical collocation space.

5.5 Upon request, **SBC-13STATE** must submit to the requesting carrier within ten calendar days of the submission of the request a report indicating the available collocation space in a particular **SBC-13STATE** Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. When CLEC makes multiple requests on any given day, **SBC-13STATE** will provide a report for 2 to 5 requests in ten (10) calendar days and 6 to 20 requests in twenty (20) calendar days unless the Parties agree otherwise. Should the CLEC submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, **SBC-13STATE** will provide the information on a scheduled basis of ten additional offices every ten (10) calendar days.

5.5.1 In **SBC-13STATE**, Reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered.

5.6 In any Central Office in which all options for physical collocation offered by **SBC-13STATE** have been exhausted, **SBC-13STATE** shall not be permitted to provide additional space in that Central Office for any of its affiliates

5.7 **SBC-13STATE** is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CLEC equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and CLEC shall not unreasonably warehouse forecasted space.

5.8 To the extent possible, **SBC-13STATE** will make contiguous space available to CLEC

if CLEC seeks to expand an existing physical collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.

5.9 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of CLEC demand for Collocation. CLEC will provide **SBC-13STATE** with a two (2)-year rolling non-binding forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.10 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses for a time period on terms no more favorable to **SBC-13STATE** than those that apply to other telecommunications carriers, including CLEC, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and CLEC will attempt to reach a mutually agreeable alternative method of interconnection.

5.11. At the request of the Commission or CLEC, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.12 **SBC-13STATE** may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on CLEC unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, and 47 CFR Part 51, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all

Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

6.2 (Reserved).

6.3 (Reserved).

6.4 (Reserved).

6.5 (Reserved).

6.6 (Reserved).

6.7 (Reserved).

6.8 (Reserved).

6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities in the Collocator's physical collocation space.

6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise. The affidavit will set forth in detail: the exact safety requirement that the CLEC's equipment does not satisfy; **SBC-13STATE**'s basis for concluding that the CLEC's equipment does not meet this safety requirement; and **SBC-13STATE**'s basis for concluding why collocation of the equipment not meeting this safety requirement would compromise network safety.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, the status quo will be maintained pending resolution of dispute, except that corrections to meet minimum safety requirements shall be completed within the 10-day period. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Dedicated Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Application and Project Management Fees. **SBC-13STATE** shall refund the application fee if it is unable to provision the collocation space to the CLEC's specifications. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** web-site(s). The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure. However, a reduced fee shall apply to all subsequent requests to place

equipment.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, **SBC-13STATE** will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

7.2.1.1 Certification by **SBC-8STATE** will be based on the same criteria **SBC-8STATE** uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - CLEC shall pay **PACIFIC/SWBT-TX/SNET/SBC-AMERITECH** a per month charge and non-recurring charges for use of the Dedicated Collocation Space and any Telco provided equipment/facilities therein. These charges are contained in the state specific Appendix Pricing and/or in the applicable tariff. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this agreement and may be modified upon renegotiation of the Interconnection Agreement.

7.3.1 An ICB quote is prepared by **SBC-MOKA/NEVADA** to estimate non-recurring and recurring charges associated with the requested collocation space. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a CLEC Interconnection Agreement.

7.4 CLEC shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.

7.5 Payment of Preparation Charge - Prior to any obligation by **SBC-13STATE**to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay fifty percent (50%) of the COBO charge in states where the COBO is a non-recurring charge. *FIFTY PERCENT* (50%) of the COBO charge is due at the completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space. CLEC also has the option of submitting a surety bond in lieu of payments due before the final payment.

7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall permit CLEC to have access to the dedicated collocation space for any non-operational purpose such as planning or inspection during construction of CLEC's dedicated physical collocation space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO, after which the CLEC shall have access for operational purposes. .

7.7 Breach Prior to Commencement Date - In the event that the CLEC materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the dedicated collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the CLEC shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other directly associated costs.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date **SBC-13STATE** turns over a functional Dedicated Collocation Space to CLEC.

7.9.1*** **PACIFIC/NEVADA**: The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. sections 64.1401(a) and 64.1401(b) shall be as set forth in the applicable Tariff(s). To the extent that any of those charges are subject to appeal, the result of any such appeal shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge. To the extent that rates are not provided in the applicable Tariff(s), rates shall be determined on Individual Case Basis "ICB." Any ICB quote shall

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

be included as part of the quote provided to the CLEC in response to its Physical Collocation application.

7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that **SBC-13STATE** has turned over the functional dedicated space to the CLEC, Dedicated Space regardless of any failure by CLECs to complete its work. The fact that **SBC-13STATE** may have additional work to perform after CLEC does complete its work shall not bar the start of such charges so long as the remaining work does not materially impair the CLEC from operating in the space.

7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATE**s.

7.12 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATE**s.

7.13 **NEVADA**: In the event that any CLEC Telecom Equipment that is to be placed in the Premises was not contemplated by that interstate tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), CLEC may be subject to charges under an ICB if **NEVADA**'s costs of providing the necessary Premises requirements (e.g., space, power, environmental, grounding) for any such CLEC Telecom Equipment is not recovered by those tariffed rates. Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.

7.14*** CLEC and **PACIFIC/NEVADA** will complete an acceptance walk-through of the Dedicated Space prior to turning the Dedicated Space over to CLEC. Exceptions that are noted during this acceptance walk-through shall be corrected by **PACIFIC/NEVADA** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than 5 business days after the walk through. The correction of these exceptions from CLEC's Physical Collocation request shall be at **PACIFIC/NEVADA**'s expense.

7.15 **SBC-13STATE** shall ensure that the Dedicated Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

8. USE OF DEDICATED COLLOCATION SPACE

8.1 Nature of Use – The dedicated collocation space is to be used by CLEC for purposes of collocating equipment and facilities, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to **SBC-13STATE**'s unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CLEC shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Building.

8.2 CLEC shall not have access to **SBC-13STATE**'s Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other **SBC-13STATE** equipment or facilities not specifically designated by **SBC-13STATE** for CLEC access.

8.3 A list of all of CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. CLEC warrants and represents that the Physical Collocation application contains a complete and accurate list of such CLEC Telecom Equipment. CLEC shall not place or leave any other equipment or facilities within the Dedicated Space without the express written consent of **SBC-13STATE**.

8.4 (Reserved).

8.5 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.

8.6 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to **SBC-13STATE**'s network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.7 Operation of any equipment, facilities or any other item placed in the Dedicated Space shall not interfere with or impair service over **SBC-13STATE**'s network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in

the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Dedicated Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.8 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above, in **SBC-13STATE**s. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.

8.9 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by CLEC in accordance with **SBC-13STATE**'s then-standard custom work order process or NSCR.

8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in **SBC-13STATE**'s.

8.10.1 SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

8.10.2 **SBC-13STATE**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below. However, modifications of the handbook cannot supercede or modify terms of this interconnection agreement, or attempt to interpret provisions of this agreement unless first approved by the appropriate state regulatory commission.

8.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within **SBC-13STATE** central offices and may be modified from time to time.

8.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.

8.10.5 The Interconnector's Collocation Services Handbook, TP 76300MP and the TP 76200MP Standards are not incorporated herein but are available on the appropriate SBC ILEC's Collocation Internet site.

8.11 If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76300MP, is modified subsequent to the effective date of this agreement from the attached, subject to 8.10.2, the following shall apply:

8.11.1 If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide CLEC with a list of those modifications or with revised versions of such, separately highlighting all such modifications. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by **SBC-13STATE**, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.11.2 If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for **SBC-13STATE** (and the modification has not been included in a change to that "Statement" or this Appendix), then **SBC-13STATE** will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC's physical collocation application. Any CLEC objection to those modifications must be received by **SBC-13STATE** by the thirtieth (30th) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.

8.11.3 Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to **SBC-13STATE**'s or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. **SBC-13STATE** will immediately notify CLEC of any such modification.

8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the **SBC-13STATE**s. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.12.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets the **SBC-13STATE** minimum safety standards. The minimum safety standards are: (1) Equipment compliance to SBC LEC technical publication TP 76200MP Level One requirements and to corrosion protection requirements contained in Telcordia NEBS document GR-1089-CORE, Criteria [72, 73], except in the State of Texas where equipment compliance to Telcordia NEBS Level 1 requirements are the minimum safety requirements for CLEC equipment, or (2) Equipment history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. **SBC-13STATE** may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own equipment. **SBC-13STATE** may not deny collocation of Collocator equipment because the equipment fails to meet TP76200MP reliability standards. If **SBC-13STATE** denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, **SBC-13STATE** must provide to the CLEC within five business days of the denial a list of all network equipment that **SBC-13STATE** has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION

APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

8.13 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The CLEC is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the CLEC represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC.

8.14 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.

8.15 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.

8.16 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

9. OPERATIONAL RESPONSIBILITIES

9.1 CLEC and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 CLEC and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

9.3 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and CLEC (typically a **SBC-13STATE** manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points.

9.3.1 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such CLEC-provided cable to the Dedicated Space.

9.3.2 (Reserved).

9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CLEC or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

9.5 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge CLEC for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CLEC shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

9.6 Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATE**s:

9.6.1 Its fiber optic cable(s);

9.6.2 Its Collocator Telecom Equipment;

9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.

9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.

9.6.6 (Reserved).

9.7 **SBC-13STATE** will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require CLEC to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP.. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.

9.7.1 (Reserved).

9.8 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

9.9 CLEC is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

9.10 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

9.11 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame and/or other interconnection points will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE's** standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE's** Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.

∗9.12 Unless otherwise expressly agreed in writing, where the Collocator has entered into an agreement with **SBC-13STATE** to virtually collocate its equipment, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. Where the Collocator has entered into an agreement with **SBC-13STATE** to physically collocate, the Collocator shall be fully responsible for cabling, and shall contract with an **AM-IL**

∗ This Section 9.12 is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

Approved Vendor to provide the same. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. **SBC-13STATE** will supply and place the power cable leads from the dedicated space to **SBC-13STATE's** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. **SBC-13STATE** will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

9.12.1 The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATE's standards and requirements for installation of equipment and facilities.

9.13 Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an augment to an existing space or CFA, will not be accepted until each existing Dedicated Space or specific CFA type (i.e. DS0, DS1, Fiber, etc.) of the Collocator, in the requested Eligible Structure, is "efficiently used." "Efficiently used space" means all existing collocation space, caged and/or cageless, currently existing in a particular Eligible Structure, measured in "single bay" increments, except for one, must be at one hundred percent (100%) utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. "Efficiently used CFA," means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met within the reasonable judgment of **SBC-13STATE**.

10. CASUALTY LOSS

10.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

10.1.1 The Dedicated Spaces are not rendered untenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

10.1.2 The Dedicated Spaces are rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location.

10.2 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as originally prepared for CLEC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC or by **SBC-13STATE** on request of CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC or by **SBC-13STATE** on request of CLEC.

10.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Dedicated Space e may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11. DELIVERY INTERVALS

∗11.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator the requested Physical Collocation space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application (as defined in paragraph 5.2) from the Collocator. The Collocator must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC-13STATE's** receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for all forms of physical collocation (except requests for Adjacent Structure Collocation) is determined by **SBC-13STATE** with the variables in Table (1) below, except to the extent a state sets its own deadlines or **SBC-13STATE** has demonstrated to the state commission that physical collocation is not practical for technical reasons or because of space limitations. The delivery interval is determined by **SBC-13STATE** with the variables in Table (1) below. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten- (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

∗ This Section 11.1 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

Table (1)

Number of Applications submitted by One Collocator per state or metering region	Overhead Racking Exists for Active Collocation Use	Overhead Racking Does Not Exist for Active Collocation Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space	Additional Power or HVAC is Required for the assigned Inactive Collocation Space
1 – 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	145calendar days	185 calendar days

11.1.1 **AM–MI - ONLY** The delivery intervals for collocation in Michigan are those contained in MPSC Tariff 20R, Part 23, Section 4, as such intervals have been approved by the MPSC in Case U-11830.

11.1.2 **AM-WI – ONLY** The delivery intervals for collocation in Wisconsin are those contained in PSCW Tariff 20, Part 23, Section 4, per the order of PSCW in the Final Decision (Phase 1) in docket 6720-T1-160 issued 9/25/01.

11.1.3 **AM-IL – ONLY** Tariff 20, Part 23, Section 4, as such delivery intervals have been approved by the ICC in Docket No. 99-0615.

Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or more. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each physical collocation application shall be deemed submitted no more than ten (10) business days from the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) business day period, each ten (10) business day period shall start with a collocation application and end ten (10) business days later. A subsequent ten- (10) business day period cannot begin until the previous ten- (10) business day period has concluded. To complete the provisioning of a collocation

arrangement, an incumbent LEC must finish construction in accordance with the requesting carrier's application and turn functional space over to the requesting carrier. However, it is expressly understood that if CLEC is unable to install power cabling due to the unavailability of an incumbent LEC approved power cabling vendor, rent will not be due until such a vendor is available.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

> If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exist and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

∗11.2 The second fifty- percent (50%) payment must be received by **SBC-13STATE** prior to the functional space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE.**

11.3 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or

∗ This Section 11.2 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

The delivery interval is determined by **SBC-13STATE** with the variables in Table (2) below. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten- (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table (2)

Number of Applications submitted by One Collocator per state or metering region	Necessary Elements such as Racking and Power are in place	Necessary Elements such as Racking and Power are not in place
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. However, for purposes of this paragraph, each physical collocation application shall be deemed submitted no more than ten (10) business days from the date it was actually submitted. In addition, for purposes of determining the number of applications submitted within a ten (10) business day period, each ten (10) business day period shall start with a collocation application and end ten (10) business days later. A subsequent ten- (10) business day period cannot begin until the previous ten- (10) business day period has concluded.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical

Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

11.4 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

11.5 **SBC-13STATE** will provide to Collocator reasonable access to its designated collocation space while **SBC-13STATE** prepares the space for collocation. **SBC-13STATE** and the Collocator will come to an agreement regarding Collocator inspection visits during the construction of the Physical Collocation space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

11.7 Adjacent Structure Collocation Delivery Intervals

11.7.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

12. RE-ENTRY

12.1 Unless otherwise set forth herein, if CLEC shall default in performance of any material term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on a Dedicated Space-by-Dedicated Space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

13. LIMITATION OF LIABILITY

13.1 (Reserved)

13.1.1 Neither party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

13.1.2 Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.

13.1.3 Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

13.1.4 The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, **SBC-13STATE**'s liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

13.1.5 **SBC-13STATE** shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall **SBC-13STATE** for its own act or omission hold liable any other carrier or customer providing a portion of a service.

13.1.6 When CLEC is provided service under this Agreement, **SBC-13STATE** shall be indemnified, defended and held harmless by CLEC against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:

13.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

13.1.6.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by **SBC-13STATE** in connection with facilities or equipment furnished by the customer; or

13.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Agreement.

∗13.2 Third Parties – CLEC acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the caged dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. CLEC shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of CLEC.

14. INDEMNIFICATION OF SBC-13STATE

14.1 In addition to any other provision hereof, CLEC agrees to indemnify, defend and save harmless **SBC-13STATE** (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with CLEC's use of the dedicated collocation space, conduct of its business or any activity, in or about the dedicated collocation space, performance of any terms of this Agreement, or any act or

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∗ This Section 13.2 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

omission of CLEC (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees).

15. OSHA STATEMENT

15.1 CLEC, in recognition of **SBC-13STATE**'s status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of **SBC-13STATE** with all federal, state and local laws, safety and health regulations relating to the dedicated collocation space which CLEC has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold **SBC-13STATE** harmless for any judgments, citations, fines, or other penalties which are assessed against **SBC-13STATE** as the result of CLEC's failure to comply with any of the foregoing. **SBC-13STATE**, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the dedicated collocation space which **SBC-13STATE** has agreed to maintain pursuant hereto.

16. NOTICES

16.1 Except in emergency situations, **SBC-13STATE** shall provide CLEC with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.

16.2 **SBC-13STATE** will inform CLEC by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.

16.3 **SBC-13STATE** will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to CLEC Telecom Equipment. **SBC-13STATE** shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.

16.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched

by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **SBC-13STATE:**

Account Manager - Collocation
Four Bell Plaza, 9th Floor
311 S. Akard St.
Dallas, TX 75202-5398

If to CLEC:

McLeodUSA Telecommunications Services, Inc.
Collocation Project Manager
6400 C Street SW, P.O. Box 3177
Cedar Rapids, IA 52406-3177
Fax Number: (319) 790-7127

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

16.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to **SBC-8STATE**

ICSC
Attn: Kathy Smith
2180 N. Glenville Dr., 2nd Floor
Richardson, TX 75082

If to **SBC-AMERITECH**

AIIS Service Center
Attn: Collocation
2nd Floor
804 North Milwaukee
Milwaukee, WS 53202

If to CLEC**:** McLeodUSA Telecommunications Services, Inc.
Thomas A. Vater
Group Vice President, Finance
6400 C Street SW, P.O. Box 3177
Cedar Rapids, IA 52406-3177
Fax Number: (319) 790-7799

17. INSURANCE

17.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

∗17.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other

∗ This Section 17.1.1 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, excluding negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.

17.1.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

17.1.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.

17.1.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remains within the Eligible Structure.

17.1.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty-(30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

17.1.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations space is located.

17.1.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

18. PROTECTION OF SERVICE AND PROPERTY

18.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

18.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

18.3 Except as may otherwise be provided:

18.3.1 **SBC-13STATE** and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

18.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

18.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

18.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on **SBC-13STATE**'s Dedicated Space.

18.5 **SBC-13STATE** shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.

18.6 CLEC shall comply with the security and safety procedures and requirements of **SBC-13STATE,** including but not limited to sign-in, and identification.

18.7 **SBC-13STATE** shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain CLEC equipment or equipment enclosures.

18.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.

18.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.

18.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that **SBC-13STATE**'s security measures are unreasonably lax, CLEC shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:

18.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.

18.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.

18.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Space. **SBC-13STATE** shall respond immediately to reported problems with CLEC key cards.

18.10.4 In emergency situations common courtesy will be extended between CLEC and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

18.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

19. MISCELLANEOUS

19.1 Variations – In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by **SBC-13STATE** shall control.

19.2 Governing Law – This Agreement shall be governed by the laws of the State in which the dedicated collocation space is located, without regard to the choice of law principles

thereof.

19.3 Joint and Several – If CLEC constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

19.4 Future Negotiations – **SBC-13STATE** may refuse requests for space in an Eligible structure if CLEC is in material breach of this Agreement, including, but not limited to, having any undisputed past due charges hereunder. In any and each such event, CLEC hereby releases and holds **SBC-13STATE** harmless from any duty to negotiate with CLEC or any of it's Affiliates for any additional space or physical collocation with respect to each State where such breach occurred or otherwise relates.

19.5 Severability – With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of **SBC-13STATE** and CLEC shall be construed accordingly.

19.6 Paragraph Headings and Article Numbers – The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

19.7 Entire Agreement – This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

19.8 No Third Party Beneficiaries – Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

19.9 Construction – This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

19.10 Multiple Originals – This Agreement may be executed in multiple copies, each of which

shall be deemed an original.

19.11 Waver of Obligations

19.11.1 Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

19.11.2 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by either Party to exercise any right, power or option, whether of the same, similar or different nature, with respect to the other Party or to one or more other Collocators.

19.12 Rights of Review with Remedies – The parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment if any agency reconsideration and/or court review results in changes in FCC 99-48).

19.13 Rights Cumulative – The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

19.14 Binding Effect – This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

19.15 Impossibility of Performance – Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of

any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, CLEC's authorized agents and contractors will comply with the Emergency Operating Procedures established by **SBC-13STATE**.

19.16 Survival – The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

19.17 Successors Bound – The conditions and agreements contained herein shall bind and inure to the benefit of **SBC-13STATE**, CLEC and their respective successors and, except as otherwise provided herein, assigns.

19.18 (Reserved).

19.19 Non-Exclusive Remedies – No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

19.20 Assignment – CLEC shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of **SBC-13STATE** which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of **SBC-13STATE** including subleased or shared caged physical collocation arrangements.

20. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

20.1 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 that 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 consistent with Applicable Law.

APPENDIX VIRTUAL COLLOCATION

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. PURPOSE AND SCOPE OF AGREEMENT 5

4. GENERAL OFFERINGS 6

5. SPACE AVAILABILITY 9

6. ELIGIBLE EQUIPMENT FOR COLLOCATION 9

7. VIRTUAL COLLOCATION SPACE CHARGES 11

8. USE OF VIRTUAL COLLOCATION SPACE 13

9. COLLOCATOR RESPONSIBILITIES 15

10. COOPERATIVE RESPONSIBILITIES 20

11. TEST AND ACCEPTANCE 26

12. DELIVERY INTERVALS 28

13. REPAIR AND MAINTENANCE OF EQUIPMENT 30

14. MEAN TIME RESPONSE INTERVAL (MTRI) 32

15. CASUALTY LOSS 33

16. REMOVAL OF EQUIPMENT 34

17. LIMITATION OF LIABILITY 34

18. INDEMNIFICATION OF SBC-13STATE 36

19. NOTICES 36

20. INSURANCE 38

21. PROTECTION OF SERVICE AND PROPERTY 40

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....40

APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

2.1 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.2 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.

2.3 **"Application Fee"** includes the costs incurred by **SBC-13STATE** to process the Collocator's application for virtual collocation arrangements.

2.4 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.

2.5 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13 STATE** location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).

∗2.6 **"Delivery Date"** is the date upon which the Collocator or Requesting Carrier will be

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∗ This Section 2.6 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND

provided the functional collocated space by **SBC-13STATE**.

2.7 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way.

2.8 **"Entrance Fiber Facility"** is an arrangement when a Collocator provided single mode fire retardant dielectric fiber optic cable that extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.

2.9 **"Fiber Distribution Frame (FDF)"** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

2.10 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.11 **Infrastructure Systems** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.12 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (https://clec.sbc.com).

2.13 **"Project Management Fee"** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular virtual

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CONDITIONS, Paragraph 2.10.

collocation space request. This fee is applicable upon submission of an application.

2.14 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE's** Eligible Structures that such an arrangement is technically feasible.

2.15 **"Virtual Collocation"** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to

completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96).

∗4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment.

∗ This Section 4.2 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

It must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for placement and termination of interconnection cabling. **SBC-13STATE** will provide for (i.e., purchase and install on behalf of Collocator) all AC and DC power requirements in the Eligible Structure. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.

4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10-sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.2.1.4 At **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 **SBC-13STATE** will designate upon request the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test

equipment, etc.

4.2.4.1 **SBC-13STATE** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior

width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 **SBC-13STATE** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a physical collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 The Collocator is responsible for all alarm monitoring of their virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC-13STATE** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE** will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **SBC-13STATE** will designate the route, place cable racking (if

applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities,

without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten-(10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, and 47 CFR Part 51, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

6.2 (Reserved).

6.3 (Reserved).

6.4 (Reserved).

6.5 (Reserved).

6.6 (Reserved).

6.7 (Reserved).

6.8 (Reserved).

6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures by Collocators must meet the **SBC-13 STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator’s equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.

6.11 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise. The affidavit must set forth in detail the exact safety requirement that the Collocator's equipment does not satisfy; SBC-13STATE's basis for concluding that the Collocator's equipment does not meet this safety requirement; and SBC-13STATE's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) days written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to virtually collocate equipment, Collocator must submit a Virtual Collocation Application with the applicable Application and Project Management Fees. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site. The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space where a state specific rate element does not exist in the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation/Site Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

7.5 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-**

13STATE is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE** General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date The Effective Billing Date is the date **SBC-13STATE** finished construction in accordance with the Collocator's application and Collocator has accepted the collocation space. Collocator cannot refuse to accept the collocation space if the space is completed to specifications per the Collocator's collocation order. Exceptions noted by Collocator causing payment refusal will be identified by Collocator per the terms of Section 11, Appendix Virtual Collocation.

7.9 (Reserved).

7.10 **SBC-13STATE** shall ensure that the Virtual Collocation space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation space or the Eligible Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process or ICB.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply.

9.1.8 A storage cabinet or designated shelves for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment. The Collocator should indicate on the front equipment view drawing that is submitted with the Virtual Collocation Application, the Collocator's storage requirements.

9.1.9 Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional

requirements relating to placement and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 (Reserved).

9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation space and the purpose of performing an audit on the installed equipment completed by an **SBC-13STATE** Approved Vendor prior to turn-up.)

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When Collocator requires additional capacity, a collocation augment application is required. For augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so

that joint test and acceptance can be completed.

9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 Collocator will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to

replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC- 13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.

9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the **SBC** ILEC's installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., augments, trouble reports, emergency contact). Collocator will keep this information current.

9.13 To the extent known, the Collocator can provide non-binding forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Non-binding forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact
name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:

9.14.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.

9.14.2 Pay all costs associated with lodging, transportation, employees labor rate for time away from job, and per diem, if applicable that is required for **SBC-13STATE** employee to attend training.

9.14.3 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24-hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by **SBC-13STATE**.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.

9.16 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.

9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, begin installation of the Collocator's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover or as mutually agreed between the Parties. Collocator's **SBC-13STATE** Approved Vendor must complete installation of Collocator equipment in the Virtual Collocation Space and interconnect to **SBC-13STATE** network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, **SBC-13STATE** may, upon notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in TP76200MP and **SBC** ILEC's standards and requirements for equipment and facility installations.

10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 **SBC** ILEC's TP 76200MP standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBC** ILEC's standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate **SBC-13STATE** CLEC ONLINE Web-Site.

10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are modified subsequent to the effective date of this Appendix from the

attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) days after such amendment is released by **SBC-13STATE**, except for those specific amendments to which Collocator objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Appendix. If neither Party

10.3.2 invokes those procedures, the modification is deemed effective and applicable.

10.3.2 If a modification is made after this Agreement becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for **SBC-13STATE** (and the modification has not been included in a change to that "Statement" or this Appendix), then **SBC-13STATE** will provide Collocator with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of Collocator's Virtual Collocation Application. Any Collocator objection to those modifications must be received by **SBC-13STATE** by the thirtieth (30th) day after their receipt by Collocator. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 10.3.1 shall apply.

10.3.3 Notwithstanding Sections 10.3.1 and/or 10.3.2, any modification made to address situations potentially harmful to **SBC-13STATE** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. **SBC-13STATE** will immediately notify Collocator of any such modification.

10.4 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **SBC-13STATE** and

terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE** cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and

10.4.2 for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault.

10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SWBT Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE's** Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

∗10.6 Unless otherwise expressly agreed in writing, where the Collocator has entered into an

∗ This Section 10.6 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

agreement with **SBC-13STATE** to virtually collocate its equipment, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. Where the Collocator has entered into an agreement with **SBC-13STATE** to physically collocate, the Collocator shall be fully responsible for cabling, and shall contract with an **AM-IL** Approved Vendor to provide the same. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE's** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. **SBC-13STATE** will supply and place the power cable leads from the dedicated space to **SBC-13STATE's** Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. **SBC-13STATE** will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

10.6.1 The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** standards and requirements for installation of equipment and facilities

10.6 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.7 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **SBC-13STATE** under the custom work order process or ICB, including payment requirements prior to the installation of the regeneration equipment.

10.8 Collocator and **SBC-13STATE** are each responsible for providing to the other contact

numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.9 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.10 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation space.

10.11 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.12 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

10.13 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation space to be moved within the Eligible Structure in which the Virtual Collocation space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.

10.14 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment and facilities from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator

virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall be responsible for exercising reasonable caution when removing virtually collocated equipment. **SBC-13STATE** will only be responsible for damage done to such equipment caused by gross negligence on the part of **SBC-13STATE** or its contractors during the removal process. However, Collocators will indemnify and hold **SBC-13STATE** harmless for any damage done to virtually collocated equipment if **SBC-13STATE** permits the Collocator to hire an **SBC-13STATE** approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

10.15 Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within thirty (30) calendar days, **SBC-13STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.16 If Collocator fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

11. TEST AND ACCEPTANCE

11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through visit of the Virtual Collocator's space prior to turning the Virtual Collocation space over to the Collocator's **SBC-13STATE** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The

correction of these exceptions from Collocator's Virtual Collocation request shall be at **SBC-13STATE** expense.

11.2 Prior to powering up equipment, and after the frame connections and equipment have been installed, Collocator will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed. Collocator shall be responsible for coordination with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.

11.3 Two (2) business days prior to scheduled turn-up of the collocated equipment, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator’s designated storage cabinet or shelf, if applicable.

11.3.1 Once the Collocator's equipment installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

11.4 All installations of equipment must be in accordance with the **SBC** ILEC's standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed.

11.5 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.

11.6 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

11.7 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

∗12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and deliver to the Collocator the requested space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Virtual Collocation Application from the Collocator. The Collocator must provide the **SBC-13STATE**, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the construction interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC-13STATE's** receipt of the confirmatory response in writing from the Collocator with applicable fees. **SBC-13STATE** will complete construction of all Active Collocation Space requests for virtual collocation in accordance to the following:

∗Sections 12.1 and 12.2 in entirety are available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

Number of Complete and Accurate Applications by One Collocator per state or region	Virtual Construction Intervals
1 – 5	90 Days
6-10	95 Days
11-15	100 Days
16-20	105 Days

Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. To complete the provisioning of a collocation arrangement, **SBC-13STATE** must finish construction in accordance with the requesting carrier's application and turn functional space over to the requesting carrier.

∗12.2 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the functional space being turned over to the Collocator. The Preliminary Point of Termination (PPOT) cable facility assignments will not be given to the Collocator by **SBC-13STATE** until all applicable non-recurring fees have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by **SBC-13STATE** until the delivery interval due date.

12.3 Any revision(s) made on an existing Virtual Collocation Application must be submitted on a new Virtual Collocation Application form. When the revision(s) are submitted by the Collocator prior to day fifteen (15) of the scheduled delivery interval, the application will be subject to review by **SBC-13STATE**. A new delivery interval date may be established extending the original delivery interval due date up to two (2) months when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by **SBC-13STATE** if a new delivery interval is required. If any revision(s) submitted by the Collocator are made after day fifteen (15) of the scheduled delivery interval to a Virtual Collocation Application, the Collocator must re-submit such revision(s) as an Augment on a new Virtual Collocation Application. The augment delivery interval will start on the date the augment is received by **SBC-13STATE**.

12.4 **SBC-13STATE** will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Virtual Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Virtual Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) calendar days.

- 168 DS1's connections and/or
- 48 DS3's connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Virtual Collocation Application and the applicable fees. The job must be an Augment for an existing Virtual Collocation arrangement and consist only of connections listed above.

For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such augment along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges. For all other Augments, **SBC-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable construction intervals.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.

13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of the Collocator's employee who will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and

13.2.6 The type of the trouble.

13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for damage to Collocator's equipment caused by using **SBC-13STATE** test equipment.
SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **SBC-13STATE** Approved Vendor

may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for an escort will apply in either situation.

13.6 The Collocator may request **SBC-13STATE** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **SBC-13STATE** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.

13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets**. The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of 5:01 p.m. to

7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by Collocator's **SBC-13STATE** Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are performed by **SBC-13STATE** shall be requested and completed on a case by case basis.

14.2 Charges to install, repair, maintain and cooperatively test Collocator's equipment will be on a time and material basis.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation space is rendered non-tenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use; or

15.1.2 The Virtual Collocation space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when Collocator's space orequipment is damaged, the Collocator may arrange a visit to inspect the condition and escort charges will apply.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator is in material breach of this Agreement, and such breach shall continue for thirty (30) days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-**13STATE may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation space, forcibly if necessary, and there upon such Virtual Collocation Arrangement shall terminate, without prejudice to any

other remedies **SBC-13STATE** might have. SBC-**13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

∗17.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation hereunder, the liability of **SBC-13STATE**, if any, shall not exceed an amount equivalent to the proportionate monthly charge to Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service related to the use of Collocator-provided facilities or equipment shall result in the imposition of liability upon **SBC-13STATE** proportionate to the damages caused by it.

17.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

17.1.2 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

17.1.3 The liability of either Party for its willful misconduct, if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, **SBC-13STATE** liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

∗ This Section 17.1 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

17.1.4 **SBC-13STATE** shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall **SBC-13STATE** for its own act or omission hold liable any other carrier or customer providing a portion of a service.

17.1.5 When Collocator is provided service under this Appendix, **SBC-13STATE** shall be indemnified, defended and held harmless by Collocator against any claim, loss or damage arising from the customer's use of services offered under this Appendix, involving:

17.1.5.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

17.1.5.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by **SBC-13STATE** in connection with facilities or equipment furnished by the customer; or

17.1.5.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

∗17.2 Third Parties – CLEC acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC's; that such space may be close to the Virtual Collocation space, possibly including space adjacent to the Virtual Collocation space and/or with access to the outside of the virtual collocation space. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. CLEC shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of CLEC.

∗ This Section 17.2 in entirety is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

18. INDEMNIFICATION OF SBC-13STATE

18.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

19. NOTICES

19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation space or in the general area of the AC and DC power plants which support the Virtual Collocation space.

19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 **SBC-13STATE** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**
Account Manager - Collocation
1412 Main Street
311 S. Akard St., 16th Flr,

Dallas, TX 75202

If to **(IL, IN, MI, OH, WI)**
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator:
McLeodUSA Telecommunications Services, Inc.
Collocation Project Manager
6400 C Street SW, P.O. Box 3177
Cedar Rapids, IA 52406-3177
Fax Number: (319) 790-7127

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**
CSC
2600 North Central Expressway,
6th floor,
Richardson, Texas 75080

If to **(IL, IN, MI, OH, WI)**
Collocation Team
790 N. Milwaukee St., 3rd Floor
Milwaukee, Wisconsin 53202

If to Collocator
McLeodUSA Telecommunications Services, Inc.
Thomas A. Vater
Group Vice President, Finance
6400 C Street SW, P.O. Box 3177
Cedar Rapids, IA 52406-3177
Fax Number: (319) 790-7799

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits set forth in this Section may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing

to or in excess of any similar coverage purchased by **SBC-13STATE**.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure pursuant to Sections 3.7 and 3.7.3. Collocator shall arrange for **SBC-13STATE** to receive thirty- (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation space is located.

20.7 Failure to comply with the material provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

22.1 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 consistent with Applicable Law.

APPENDIX DIRECT

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 4

3. SERVICE 5

4. RESPONSIBILITIES OF SBC-12STATE 5

5. RESPONSIBILITIES OF CLEC 6

6. RESPONSIBILITIES OF BOTH PARTIES 6

7. LIABILITY 6

8. BILLING 7

9. USE OF SUBSCRIBER LISTING INFORMATION 7

10. ASSIGNMENT 7

11. TERM OF CONTRACT AND RATE STRUCTURE 7

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.

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

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

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

1.6 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

1.7 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

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

1.9 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"Automated Message According (AMA)"** – Billing detail recordings in the switch.

2.2 **"Call Processing Data Link - (CPDL)"** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

2.3 **"Data Terminating Equipment (DTE)"** - A terminal attached to a data network as an End User node.

2.4 **"Nortel Digital Multiplexing Switch (DMS 200)"** - DMS performs base call processing functions and supports service capabilities.

2.5 **"IBM RISC 6000 Processor"** – The IBM platform that enables database search capabilities.

2.6 **"Nortel Directory One (D1)"** - D1 offers directory search applications built on a standard operating software environment.

2.7 **"Nortel Directory One Call Control"** - Allows bi-directional call control capability between the TOPS switch and the D1 network.

2.8 **"Electronic White Pages (EWP)"** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

2.9 **"Nortel Interactive Voice System (IVS)"** - Peripheral off the switch that provides interactive audio.

2.10 **"Nortel Multi Purpose Position (MP, MPX or MPX-IWS)"** - Operator Workstations.

2.11 **"Non-Published Number (NP)"** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.

2.12 **"Operator Service Center (OSC)"** - Physical location of the Operators/workstations.

2.13 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.

2.14 **"Nortel Queue Management System (QMS)"** - Supports up to 255 unique queues on calls to operator positions.

2.15 **"Nortel Traffic Operating Position System (TOPS)"** - Performs base call processing functions and support service capabilities.

2.16 **"Nortel/IBM Protocol"** – Allows communication between Nortel Switch and IBM database.

2.17 **"IBM Platform"** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

3.1 Direct Access allows CLECs access to **SBC-12STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC-12STATE**'s host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-12STATE

4.1 **SBC-12STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all **SBC-12STATE** listings.

4.2 **SBC-12STATE** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC-12STATE**'s methods, practices, and procedures.

4.3 **SBC-12STATE** shall provide CLEC access to the same listing information that is available to its own operators.

4.4 **SBC-12STATE** shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.

5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.

5.2.1 **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 The CLEC providing the circuit between CLEC's office and **SBC-12STATE**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.

6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-12STATE**, and CLEC will reimburse **SBC-12STATE** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-12STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-12STATE** employees and equipment associated with provision of the DA Services. This provision includes but is

not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 **SBC-12STATE** shall bill through the appropriate **SBC-12STATE** regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of **SBC-12STATE**. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, **SBC-12STATE** will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the BFR process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE**'s listing database.

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 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.

APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICES 4

3. DEFINITIONS 4

4. CALL BRANDING 5

5. DIRECTORY ASSISTANCE (DA) RATE (RFERENCE INFORMATION) 6

6. RESPONSIBILITIES OF THE PARTIES 7

7. METHODS AND PRACTICES 8

8. PRICING 8

9. MONTHLY BILLING 8

10. LIABILITY 9

11. TERMS OF APPENDIX 9

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 9

APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC 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 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 an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.7 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.8 As used herein, **PACIFIC** means an ILEC doing business in California.

1.9 As used herein, **NEVADA** means an ILEC doing business in Nevada.

1.10 As used herein, **SNET** means an ILEC doing business in Connecticut.

1.11 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)
A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)
A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users. CLEC acknowledges that the Federal Communications Commission has issued an order that could affect **SBC-12 STATE** ability to offer NLS and that **SBC-12STATE** may have to stop providing NLS at anytime. CLEC releases **SBC-12STATE** from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if **SBC-12STATE** stops providing NLS. CLEC also agrees to indemnify, defend, and hold harmless **SBC-12STATE** from any and all third party claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), arising from **SBC-12STATE** decision to stop providing NLS.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "**Call Branding"** -The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 "**Non-List Telephone Number or DA only Telephone Number" -** A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.3 "**Non-Published Number"** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.4 "**Published Number" -** A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.1.3 **SBC-SWBT/SNET/SBC-AMERITECH** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT/SNET/SBC-AMERITECH** to create CLEC specific branding messages for its 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 Operator Services OS/DA Questionnaire (OSQ).

4.1.4 **PACIFIC/NEVADA -** CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's 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 Operator Services OS/DA Questionnaire (OSQ).

4.1.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Multiple Brands:

4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE**'s LIDB.

4.1.7 Branding Load Charges:

4.1.7.1 **SBC-SWBT** - 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 the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.1.7.2 **PACIFIC/NEVADA** – 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 the branding announcement.

4.1.7.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.7.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 CLEC will inform **SBC-13STATE,** in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.

5.1.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable DA rates as provided by CLEC.

5.1.4.1 **PACIFIC/NEVADA/SBC-AMERITECH –** In the interim, when an Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. RESPONSIBILITIES OF THE PARTIES

6.1 **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) unless notified otherwise by CLEC.

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.2.1 **PACIFIC/NEVADA** - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for DA will be eliminated when **PACIFIC/NEVADA**'s 5ACD switches are eliminated. At such time, CLEC

will be responsible for providing direct trunks to each **PACIFIC/NEVADA** Operator assistance switch.

6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.

6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.

6.8 CLEC agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers either where required by law or with CLEC's approval. Where applicable, **SBC-13STATE** shall forward to CLEC the CLEC's 100% of the rate received from third parties for the sale of CLEC's listings.

7. METHODS AND PRACTICES

7.1 **SBC-13STATE** will provide DA Services to CLEC's End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

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 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.

APPENDIX DAL

TABLE OF CONTENTS

1. INTRODUCTION 3

2. GENERAL TERMS AND CONDITIONS 3

3. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION 4

4 ASSIGNMENT 5

5 BREACH OF CONTRACT 5

6 LIABILITY 5

7 TERM OF APPENDIX 6

8 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 6

APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information 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 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 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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

1.6 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC-SWBT**, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in **SBC-AMERITECH** (herein after collectively referred to as DAL):

2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End User who call **SBC-13STATE**'s DA to obtain such information.

2.1.3 Inasmuch as **SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.

2.1.4 CLEC wishes to provide DA service to its End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listing information pertaining to **SBC-13STATE**'s subscribers residing in CLEC's service area(s).

2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

3 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

3.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to Licensee's End Users residing in Licensor's service area consistent with SBC-13STATE's use of Listing Information obtained from CLEC.

3.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

3.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

4. ASSIGNMENT

4.1 The directory assistance listing information shall remain the property of **SBC-13STATE**. The CLEC shall not sublicense, assign, sell or transfer the directory assistance listing information licensed hereunder, nor shall CLEC authorize any other company or any person to use the directory assistance listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

5 BREACH OF CONTRACT

5.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of **SBC-13STATE**'s directory assistance listing information.

6. LIABILITY

6.1 **SBC-13STATE** makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. **SBC-13STATE** makes no warranty,

expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

6.2 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages; provided, however, that such release shall only apply to errors, omissions and delays directly caused by CLEC.

6.3 CLEC and **SBC-13STATE** shall indemnify, protect, save harmless and defend each other (or each other's officers, employees, agents, assigns and representatives) 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 **SBC-13STATE** Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC and **SBC-13STATE** shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against CLEC or **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, either Party may, at its option, assume and undertake its own defense, or assist in the defense of the other Party, in which event such other Party shall reimburse the Party assisting in the defense for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. Neither Party shall enter into any settlement of any such demand, claim or suit without the prior written consent of the other Party.

7 TERM OF APPENDIX

7.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

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 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.

APPENDIX 911
(EMERGENCY SERVICES)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. SBC-13STATE RESPONSIBILITIES 5

4. CLEC RESPONSIBILITIES 7

5. RESPONSIBILITIES OF BOTH PARTIES 9

6. METHODS AND PRACTICES 10

7. CONTINGENCY 10

8. BASIS OF COMPENSATION 11

9. LIABILITY 11

10. MUTUALITY 12

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 12

APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service 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 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-PACIFIC** means the applicable above listed ILEC doing business in California.

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

1.7 The prices at which **SBC-13STATE** agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SBC-13STATE RESPONSIBILITIES

3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **SBC-13STATE** will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

SBC-13STATE will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is

forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **SBC-13-STATE** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

3.4 Database

3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4 **SBC-13STATE** will update CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC or its representatives an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

3.4.5 **SBC-13STATE** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.

3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable

911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **SBC-AMERITECH** only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **SBC-13STATE** SR.

4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **SBC-13STATE**.

4.2.10 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work

cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and CLEC or its representatives shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

4.3.5 Delete paragraph.

4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated **SBC-13STATE** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **SBC-13STATE**'s Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in **SBC-13STATE**'s Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.

9.3 CLEC agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

9.4 CLEC also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **SBC-13STATE** request such services, CLEC will provide such services to **SBC-13STATE** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 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.

APPENDIX MERGER CONDITIONS

TABLE OF CONTENTS

TABLE OF CONTENTS.....2

1. MERGER CONDITIONS.....3

2. DEFINED TERMS; DATES OF REFERENCE.....3

3. DISCOUNTED SURROGATE LINE SHARING CHARGES.....4

4. OSS: CHANGE MANAGEMENT PROCESS.....4

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES.....4

6. ADVANCED SERVICES OSS DISCOUNTS.....5

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES.....5

8. PROMOTIONAL DISCOUNTS ON RESALE.....6

9. PROMOTIONAL UNE PLATFORM.....7

10. LOOP CONDITIONING CHARGES.....8

11. ALTERNATE DISPUTE RESOLUTION.....9

12. CONFLICTING CONDITIONS.....9

13. SUSPENSION OF CONDITIONS.....9

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT.....9

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY.....10

16. EXHIBIT E – OSS DISCOUNT, CERTIFICATE OF ELIGIBILITY.....11

APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: 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.

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

1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 For purposes of this Agreement, “change management process” means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately $3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE** 's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic

or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, approved by the relevant state regulatory agency using applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions. If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix.

6.2 Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert at no charge to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix.

7.2 Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert at no charge to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix.

8.2 Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon

expiration of any Promotional discount, the service shall automatically convert at no charge to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 **SBC-13STATE** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix.

9.2 Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an

analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-ST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-ST offering in this Appendix changes, the Promotional UNE Platform will automatically change to the same extent.

9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, **SBC-13STATE** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in

arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's

Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the "Eligibility Certificate") is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the "Agreement"). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FGA

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. UNDERTAKING OF THE PARTIES 4

4. ADMINISTRATION OF INTERCARRIER COMPENSATION 5

5. MINUTES OF USE (MOUS) DEVELOPMENT 5

6. CALCULATION OF REVENUE DISTRIBUTION 6

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS 6

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 7

EXHIBIT A 8

EXHIBIT B 9

APPENDIX FGA

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.

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.

2. DEFINITIONS

2.1 **"Subscriber Access Lines"** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

2.2 **"Feature Group A (FGA) Switched Access Service"** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

2.4 **"The Primary Company"** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.

2.5 **"The Primary Office"** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User: and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.

2.6 **"The Secondary Company"** denotes the Party with the secondary office(s).

2.7 **"The Secondary Office"** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.

2.8 **"Access Minutes or Minutes of Use (MOUs)"** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 **"Currently Effective Tariff Rate"** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next

month's compensation cycle, and will not be required to adjust the previous bills retroactively.

3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 <u>Terminating MOUs Development</u>

5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 <u>Originating MOUs Development</u>

5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.

6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.

7.2 The monthly compensation statement will show, for each Secondary Office, separately:

7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.

7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

7.2.3 The total compensation due the Secondary Company, by rate element.

7.2.4 The number of terminating MOUs recorded by the Primary Company.

7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.

7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

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 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 A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company		Secondary Office Company	
CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX

ACCESS LINE

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA

APPENDIX FX

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. UNDERTAKING OF THE PARTIES 4

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS 5

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 5

APPENDIX FX

1. INTRODUCTION

1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.

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 Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINTIONS

2.1 **"Customer"** – As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.

2.2 **"Foreign Exchange (FX) Service"**

2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.

2.2.2 FX Service is generally provided in one of two ways. The "line haul" foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

2.2.3 Under a "dedicated prefix" arrangement, the customer's ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer's traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **"Primary Party"** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 **"Serving or Closed End Exchange"** denotes the exchange in which the FX customer is physically located.

2.6 **"Secondary Party"** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed

rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.

4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 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.

APPENDIX ITR
(Interconnection Trunking Requirements)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. ONE-WAY AND TWO-WAY TRUNK GROUPS 4

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING 5

5. TRUNK GROUPS 7

6. FORECASTING RESPONSIBILITIES: SBC-13STATE 14

7. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE 15

TABLE 1 16

8. TRUNK SERVICING: SBC-13STATE 16

9. TRUNK DATA EXCHANGE: SBC-13STATE 18

10. NETWORK MANAGEMENT: SBC-13STATE 19

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 20

APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by theapplicable SBC Communications Inc. (SBC) owned Incumbent Local ExchangeCarrier (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 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 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

1.5 Local trunk groups may only be used to transport traffic between the parties End Users.

1.6 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to **SBC-13STATE** End Users.

2. DEFINITIONS

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

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

2.3 **SBC-MOKA -** As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

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

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

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

2.7 **"Network Interconnection Methods"** (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a CLEC Tandem or End Office switch and an **SBC-13STATE** Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to **SBC-13STATE** (CLEC originating).

3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an **SBC-13STATE** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multifrequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic

exchange of data. The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data.

3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC-SWBT** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, CLEC and **SBC-13STATE** shall route appropriate traffic (i.e. only traffic to and from End Offices that subtend that Tandem) to and from the respective **SBC-13STATE** Tandems on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.2.1 CLEC or wireless carrier CLEC shall route Transit Traffic via **SBC-13STATE's** Tandem switches, and not at or through any **SBC-13STATE** End Offices. When transit traffic through the **SBC-13STATE** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, **SBC-13STATE** 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 earlier of (i) the date on which either Party has entered into an rrangement with third-party carrier to

exchange transit traffic to CLEC and (ii) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.21, **SBC-13STATE** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date of this Agreement.

4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group(s), per paragraph 3.3, where technically feasible when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group(s) will be alternate routed to the appropriate Tandem.

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way, per paragraph 3.3, where technically feasible.

4.6 Trunk Configuration

4.6.1 Trunk Configuration – **SBC-SWBT**, **SBC-AMERITECH** and **SNET**4.6.1.1 Where available and upon the request of the other Party, eachParty shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.6.2 Trunk Configuration – **PACIFIC** and **NEVADA**

4.6.2.1 When Interconnecting at **PACIFIC/NEVADA**'s digital End ffices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for LI trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64KCCC data and voice traffic may be combined on the same B8ZFESF facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and **SBC-13STATE**.

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT**.

5.2.1 A two-way local trunk group, per paragraph 3.3, shall be established between CLEC switch and each **SBC-SWBT** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 Where traffic from CLEC switch to **SBC-SWBT** End Office is sufficient, 24 or more trunks, a local trunk group shall also be established to the **SBC-SWBT** End Office as described in Sections 4.4 and 4.5.

5.2.3 A local trunk group shall be established from CLEC switch to each **SBC-SWBT** End Office in a local exchange area that has no local Tandem.

5.2.4 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group, per paragraph 3.3, shall be established from CLEC switch to the **SBC-SWBT** Access Tandem(s).

5.2.5 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.

5.2.6 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBCAMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**

5.3.1 Tandem Trunking - Single Tandem LATAs.

5.3.1.1Where **PACIFIC, NEVADA , SNET**or **SBC-AMERITECH** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a Local Interconnection Trunk group(s) for calls destined to or from all End Offices that subtend the Tandem. Where technically feasible, this trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **PACIFIC**, **NEVADA , SNET** or **SBC-AMERITECH** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **PACIFIC**, **NEVADA, SNET** or **SBC-AMERITECH** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group: **SBC-13STATE**

5.4.1 InterLATA traffic shall be transported between CLEC switch and the **SBC-13STATE** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC’s End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.

5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.4 CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

5.4.5 FOR **PACIFIC** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. l75— T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that CLEC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. **SBC-13STATE** also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with **SBC-13STATE**'s Access Tandem(s).

5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: **SBC-13STATE**

5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13 STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the local interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.6.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **SBC-13STATE** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC and **SBC-13STATE** may turn up test traffic on other trunk groups before completion of 911 testing. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-13STATE**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	***Number of Mass Calling Trunks***
0-10,0000	*2*
10,001-20,000	*3*
20,001-30,000	*4*
30,001-40,000	*5*
40,001-50,000	*6*
50,001-60,000	*7*
60,001-75,000	*8*
75,000 +	*9 maximum*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **SBC-13STATE** of the need to establish a oneway outgoing SS7 or MF trunk group from the **SBC-13STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office and **SBC-13STATE** shall establish this trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **SBC-13STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **SBC-13STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-13STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **SBC-13STATE** Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 Where **SBC-13STATE** and CLEC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the **SBC-13STATE** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CLECs designated operator services switch.

5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of the CLEC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service r-equires a one-way trunk group from CLEC switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a

segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONAIRE

5.8.2.6.1 If CLEC chooses **SBC-13STATE** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC agrees to provide an initial non-binding forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this non-binding forecast and if it has any additional information that will change the non-binding forecast shall provide this information to CLEC. Subsequent non-binding forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This non-binding forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual non-binding forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a non-binding forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: SBC-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups or on a one-way trunk group for that traffic that originates at CLEC and terminates at **SBC-13STATE**. Each Party shall issue ASR's for their respective originating trunk groups. In **SBC-AMERITECH** and **SNET** where one-way trunks are used (as discussed in section 3.3), **SBC-AMERITECH** and **SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by **SBC-13STATE** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an

ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.

8.4 Underutilization:

8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order and will cooperatively work to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for **PACIFIC/NEVADA** , 10 business days for **SBC-SWBT**, **SBCAMERITECH**, and **SNET**).

8.4.1.3Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.4.1.4 If **SBC-13STATE** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5)business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.

8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

8.5.1 Within twenty (20) business days after receipt of the TGSR, upon reviewof and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **SBCAMERITECH**, and **SNET**).

8.6 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Project orders greater than 4 DS1s will be submitted according to a schedule mutually agreed by both Parties. However, orders less than 4 DS1's may be worked as projects upon mutual agreement between the Parties.

8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **SBC-13STATE** will be responsible for engineering its network on its side of the POI.

8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled. Nothing in this paragraph, however, shall apply to delays or changes requested by CLEC, where the delay or change results from the actions of SBC.

8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

8.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE: SBC-13STATE

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration

objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **SBC-13 STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 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.

APPENDIX INW
(Inward Assistance Operator Services)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICES 3

3. DEFINITIONS.....5

4. RESPONSIBILITIES OF THE PARTIES 4

5. TOLL CENTER CODES.....5

6. PRICING.....5

7. MONTHLY BILLING.....5

8. LIABILITY.....5

9. TERMS OF APPENDIX 6

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 6

APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services 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 As used herein, **SBC-13STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Kansas, Texas, Arkansas, California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio 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, **SNET** means the applicable above listed ILECs doing business in Connecticut.

1.6 The prices at which **SBC-13STATE** agrees to provide CLEC Inward Assistance Operator Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt

(BLV/I) service.

3. DEFINITIONS

3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

3.3 **"Busy Line Verification/ Interrupt" -** A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

4. RESPONSIBILITIES OF THE PARTIES

4.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator assistance switches in the various locations throughout **SBC-13STATE** territory.

4.2 Interconnection trunking requirements are described in Appendix ITR.

4.3 CLEC will furnish request for service in writing to **SBC-13STATE**, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by **SBC-13STATE**. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to **SBC-13STATE** to establish any new interconnection trunking arrangements.

4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

4.5 **SBC-12STATE** - When utilizing the services of CLEC Inward Assistance**, SBC-12STATE** and CLEC agree that SBC-12STATE will pay CLEC at the same rate CLEC compensate SBC-12State pursuant to the terms of this Appendix.

4.6 **SNET** - When utilizing the services of CLEC Inward Assistance, **SNET** and CLEC agree that compensation will be handled on a separate and unshared basis.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the **SBC-13STATE** Operator assistance switches. These codes are specific to the various **SBC-13STATE** LATA's where **SBC-13STATE** Operator assistance switches are located.

5.2 **SBC-13STATE** Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the **SBC-13STATE** Operator to the CLEC Operator on an Inward basis.

5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

6.1 **SBC-12STATE** - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing. The price set forth in Appendix Pricing is reciprocal and shall be the price **SBC-12STATE** will pay CLEC when the **SBC-12STATE** Operator utilizes the Inward Assistance of CLEC operator.

6.2 **SNET** - Pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in Appendix Pricing.

7. MONTHLY BILLING

7.1 **SBC-13STATE** will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to **SBC-13STATE** and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

8.1 The CLEC agrees to defend and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both **SBC-13STATE** and carrier.

8.2 The CLEC also agrees to release, defend and hold harmless **SBC-13STATE** from any

claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **SBC-13STATE** pursuant to this Appendix prior to its termination.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 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.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX MESSAGE EXCHANGE

TABLE OF CONTENTS

1. INTRODUCTION……. …….3

2. DEFINITIONS ……3

3. DESCRIPTION OF BILLING SERVICES……...5

4. COLLECTION SERVICES……5

5. CHANGES TO PROVIDER SERVICES & RATES……6

6. SETTLEMENT ARRANGEMENT & PAYMENT –PACIFIC & NEVADA……6

7. SETTLEMENT ARRANGEMENT & PAYMENT –SBC-AMERITECH…….8

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

MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND UNBUNDLED SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to CLEC as a result of the CLEC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

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

1.3 As used herein, **SBC-AMERITECH** means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.4 As used herein, **SBC-SWBT** means the applicable SBC owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.5 As used herein, **PACIFIC** means the applicable SBC owned ILEC doing business in California.

1.6 As used herein, **NEVADA** means the applicable SBC owned ILEC doing business in Nevada.

1.7 As used herein, **SNET** means the applicable SBC owned ILEC doing business in Connecticut.

2. DEFINITIONS

2.1 **"555"** is an **SBC-AMERITECH** service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.

2.2 **"900"** is a **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "900" prefix.

2.3 **"976"** is an **SBC-AMERITECH**, **PACIFIC** and **NEVADA** service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "976" prefix.

2.4 **"Abbreviated Dialing"** is an **SBC-AMERITECH** service by which Providers offer information services for a fee to a CLEC End-User who dials a telephone number with less than seven digits.

2.5 **"Adjustments"** are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.

2.6 **"Ancillary Message Services"** available in **SBC-AMERITECH**, **PACIFIC**, and **NEVADA**. Included in **SBC-AMERITECH** offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. **PACIFIC** and **NEVADA** provide 900/976.

2.7 **"Calling Party Pays Cellular"** or **"CPP Cellular"** is an **SBC-AMERITECH** service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.8 **"Calling Party Pays Paging"** or **"CPP Paging"** is an **SBC-AMERITECH** service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.9 **"CLEC CATS Messages"** means intraLATA Calling Card and third number billed messages billed to a CLEC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.

2.10 **"Provider"** is the entity that offers an **SBC-AMERITECH**, **PACIFIC**, or **NEVADA** Ancillary Message Service to an End-User.

2.11 **"Uncollectibles"** are amounts billed to CLEC's End-Users, which after standard intervals and application of standard collection procedures, are determined by CLEC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoursed back to the Provider.

2.12 "**CLEC Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CLEC's End-User and the

originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

3.1 **SBC-13STATE** will receive LEC carried ABS messages being billed to CLEC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **SBC-13STATE** shall forward rated messages to CLEC on the Daily Usage File (DUF).

3.2 **PACIFIC** and **NEVADA** shall provide revenue settlement for all messages supplied to CLEC on DUF; provided, however, that revenue settlement for CLEC Non-CATS Messages shall only be provided by **PACIFIC** with those LECs with whom **PACIFIC** has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide CLEC with a list of all such LECs upon request.

3.3 **SBC-SWBT**, **SNET**, and **SBC-AMERITECH** shall bill charges to the CLEC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CLEC Resale or UNE port End-User account.

3.4 As a part of provisioning local service for CLEC, **SBC-13STATE** will block End-User access to 900/976 numbers upon specific written request by CLEC for each separate End User line.

3.5 CLEC shall block End-User access to Ancillary Message Services upon **SBC-13STATE**'s written request.

3.6 If blocking is not requested, **SBC-13STATE** shall record all Ancillary Message Service calls transported by SBC that originate from a CLEC's End-User's telephone number. SBC shall provide the CLEC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where CLEC's switch generates call information, CLEC will provide **SBC-AMERITECH**, **PACIFIC** or **NEVADA** with call information for each call on a daily basis. **SBC-AMERITECH**, **PACIFIC** or **NEVADA** will rate the call with each Provider's requested rates and return a formatted record to the CLEC. CLEC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

4.1 CLEC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CLEC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance

level no less than CLEC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.

4.2 All messages should be billed within 30 days of receipt. CLEC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

5.1 CLEC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA

6.1 For messages billed to CLEC End-Users that **PACIFIC** or **NEVADA** forward to CLEC as set forth in Section 3 above, **PACIFIC** or **NEVADA** shall calculate the amount due based on the following formula:

Rated Value of 900/976 Messages (if applicable)
\+ Rated Value of CLEC CATS and Non-CATS Messages
\- Rejected/Unbillable/Uncollectible Messages
\- CLEC Billing Charge
\+ **PACIFIC** or **NEVADA** Settlement Charge

= Amount Due **PACIFIC** or **NEVADA**

6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of CLEC CATS Messages and Non-CATS Messages means the total computed charges for CLEC CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

6.1.1.2 Rejected Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that failed to pass the edits within CLEC's system and were returned to **PACIFIC** or **NEVADA** via the daily feed within 10 days of originally being received from **PACIFIC** or **NEVADA**.

6.1.1.3 Unbillable Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that were not billable to a CLEC End-User because of missing information in the billing record or other billing error, not the result of an error by CLEC, that are returned to **PACIFIC** or **NEVADA** via the daily feed within 30 days of originally being received from **PACIFIC** or **NEVADA.**

6.1.1.4 Uncollectible Messages means the rated value of CLEC CATS Messages and Non-CATS Messages billed by CLEC to subscribers that are unpaid, have been debited to final write-off by CLEC and have been returned to **PACIFIC** or **NEVADA** via the daily feed within 20 days of final write-off.

6.1.1.5 CLEC Billing Charge means the CLEC per message billing rate, as set forth in Appendix Pricing under CLEC Billing Rate, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC.

6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC. Only CLEC CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.

6.2 Within 30 business days following the end of each calendar month, **PACIFIC** or **NEVADA** shall provide CLEC with:

6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **PACIFIC** or **NEVADA** as set forth in Section 6.1 and

6.2.2 An Invoice setting forth the Amount Due **PACIFIC** or **NEVADA**.

6.3 The CLEC shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **PACIFIC** or **NEVADA** after

the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.5 That portion of the Amount Due **PACIFIC** or **NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **PACIFIC** or **NEVADA** is the CMDS Host or LECs with whom **PACIFIC** or **NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **PACIFIC** or **NEVADA** and the LECs as set forth in the Appendix **PACIFIC** or **NEVADA** shall provide CLEC with an updated list in writing of all LECs with which **PACIFIC** or **NEVADA** has such Agreements.

6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC-AMERITECH

7.1 Ameritech shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."

7.2 The amount due to **SBC-AMERITECH** under this Appendix shall be the total of all billable charges submitted to CLEC under this Appendix, less:

7.2.1 All charges due CLEC under subsection 7.1;

7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;

7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from CLEC End-Users.

7.3 CLEC shall provide **SBC-AMERITECH** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **SBC-AMERITECH** on or before the fifth Business Day of every month.

Payment of the amount owed to **SBC-AMERITECH** by CLEC as calculated in Section 7.2 hereof is due and shall be paid to **SBC-AMERITECH** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

7.4.1 CLEC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by **SBC-AMERITECH** within sixty (60) calendar days from the date of the message.

7.5 Uncollectibles

7.5.1 CLEC may recourse to **SBC-AMERITECH** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by CLEC to **SBC-AMERITECH** within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

7.6.1 Taxes Imposed on Services Performed or Provided by CLEC. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by CLEC.

7.6.2 Taxes on Ancillary Message Services. CLEC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC-AMERITECH** of those taxes. **SBC-AMERITECH** shall notify CLEC of this information and pursuant to this Agreement CLEC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-AMERITECH**. CLEC shall identify the amount of taxes and type of taxes, by Provider. **SBC-AMERITECH** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

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 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.

APPENDIX MICROWAVE

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DESCRIPTION 3

3. METHOD OF PROVISIONING.....3

4. EQUIPMENT.....5

5. PERMITS AND LICENSES.....6

6. CLEC LIABILITY.....6

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....6

APPENDIX MICROWAVE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for microwave interconnection 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 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** agrees to provide CLEC with microwave interconnection are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DESCRIPTION

2.1 Where space permits, **SBC-13STATE** will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by **SBC-13STATE**. Use of such microwave equipment is available for the purpose of interconnection to **SBC-13STATE**'s network or access to **SBC-13STATE** unbundled network elements as may be described in this Appendix or tariff(s) pursuant to which the collocation arrangement is provided.

3. METHOD OF PROVISIONING

3.1 Where space exists and when technically feasible, the following method for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. **SBC-13STATE** is responsible for design and construction for infrastructure associated with the provision of space for CLEC

to place microwave equipment, approved by **SBC-13STATE**, inside the **SBC-13STATE** premises at the CLEC's cost.

3.2 In each instance where microwave interconnection or access to UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and **SBC-13STATE**. The JIA will provide for specifics relating to, but not limited to, the responsibilities of **SBC-13STATE** and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. The JIA shall be mutually agreed upon by both Parties.

3.3 The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in a **SBC-13STATE**-provided virtual collocation arrangement, the CLEC will provide a copy of the license to **SBC-13STATE** and **SBC-13STATE** will post the CLEC-provided copy in an appropriate location. The microwave entrance facility and associated antenna(e) shall meet all of the requirements of Bellcore Network Equipment Building System (NEBS) Level 1 Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatability and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), FCC OET Bulletin 65 dated 08/97, OSHA, as well as all reasonable and necessary **SBC-13STATE** safety standards.

3.4 **SBC-13STATE** Tower/Structure

3.4.1 Where space is available and where technically feasible, **SBC-13STATE** will provide CLEC with antenna mounting space on the **SBC-13STATE** microwave tower or structure associated with the eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space. Recurring charges will be determined on an individual case basis via NSCR.

3.4.1.1 CLEC is responsible for all construction required for the mounting of microwave antenna(e) on the **SBC-13STATE** Tower/Structure. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment within 60 days of termination of

use of the microwave entrance facility. At CLEC's cost, CLEC will restore SBC's property to its original condition, limited to any damage or other condition due to CLEC's presence/use, alteration and/or the removal of any equipment. If CLEC does not perform the removal and restoration by the end of 60 days, **SBC-13STATE** may remove the equipment and restore the property at CLEC's expense on a time and materials basis.

3.4.1.2 CLEC is responsible for securing its equipment located on the **SBC-13STATE** property. CLEC proposal and designs for such security must meet with **SBC-13STATE**'s approval.

3.4.1.3 Where **SBC-13STATE** has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the **SBC-13STATE** equipment line-up. **SBC-13STATE** will allow virtual collocation of CLEC equipment associated with its microwave entrance facility pursuant to the Pricing appendix or tariffs governing the state in which the arrangement is located. All costs for training **SBC-13STATE** employees to install, maintain and repair the equipment will be at the CLEC's cost. **SBC-13STATE** and CLEC will mutually agree to the number of employees to be trained on a premises-by-premises basis.

3.4.1.4 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment as outlined in 5.1.

4. EQUIPMENT

4.1 CLEC is responsible for providing a list of all microwave equipment to be provided to **SBC-13STATE** for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the same manner as all subsequent requests for equipment to be placed in collocation arrangements.

4.2 **SBC-13STATE** is not responsible for lost equipment unless caused by its negligence or intentional acts or omissions.

4.3 It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

5. PERMITS AND LICENSES

5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to **SBC-13STATE** prior to the installation of any microwave equipment on the **SBC-13STATE** premises roof. If **SBC-13STATE**'s assistance is required to obtain the necessary licenses and permits, **SBC-13STATE** will take all necessary and reasonable actions to assist and CLEC agrees to pay all **SBC-13STATE**'s expenses on an ICB/NSCR as required.

6. CLEC LIABILITY

6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, **SBC-13STATE**'s or other collocator's network, which is proximately caused by the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by **SBC-13STATE** as a direct or indirect result of the actions of CLEC related to this agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 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.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. PHYSICAL ARCHITECTURE 4

3. METHODS OF INTERCONNECTION 6

4. RESPONSIBILITIES OF THE PARTIES 9

5. JOINT FACILITY GROWTH PLANNING 10

6. LEASING OF FACILITIES 12

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 13

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

I.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

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

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

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

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

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

1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the above listed ILECS doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.9 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to

by the Parties. One or more of these methods may be used to effect the Interconnection in each local exchange area (in **SBC-SWBT**) and each LATA (in **SNET, PACIFIC**, **NEVADA**, **SBC-AMERITECH**). One or more of these methods may be used to effect the Interconnection in each LATA where CLEC provides Local Exchange Services.

1.9.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.

1.9.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE. For **SNET** Interconnection associated with Unbundled Network Elements is offered from the Connecticut Access Tariff.

1.10 **SBC-13STATE** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.11 The Parties shall effect an Interconnection that is efficient, fair and equitable.

2. PHYSICAL ARCHITECTURE

2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC-SWBT**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SBC-SWBT** requires Interconnection in each local exchange area, while **SNET**, **PACIFIC, NEVADA** and **SBC-AMERITECH** require Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within and exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where **SBC-13STATE** operates as an incumbent LEC and CLEC has a switch and End Users in that area.

2.5 Either Party, must provide thirty (30) days written notice prior to making any changes to the physical architecture plan.

2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the CLEC switch to each **SNET**, **PACIFIC**, **NEVADA**, **SBC-AMERITECH** Access Tandem where CLEC originates or terminates local and/or toll traffic with **SBC-13STATE**.

2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling.

2.8 If CLEC has established Collocation in a **SBC-13STATE** End Office, direct End Office trunks to that End Office shall be provisioned over CLEC Collocation facility. If CLEC has not established Collocation in a **SBC-13STATE** End Office, **SBC-13STATE** shall provision the facilities for the direct End Office trunks from the POI to the **SBC-13STATE** End Office.

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted as mutually agreed to by the Parties using the B8ZS with Extended Superframe format framing where technically feasible or Alternative Mark Inversion (AMI) line code with Superframe format framing.

2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end at no cost.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a **SBC-13STATE** Tandem or End Office within each local exchange (**SBC-SWBT**) or LATA (**SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**).

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain system. Only Interconnection trunks shall be provisioned over this facility.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.4.4 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.4.1 Design One: CLEC's fiber cable (four fibers) and **SBC-13STATE**'s fiber cable (four fibers) are connected at an economically and technically feasible point between the CLEC and **SBC-13STATE** locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.4.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for **SBC-13STATE** to pull the fiber cable through the **SBC-13STATE** cable vault and terminate on the **SBC-13STATE** fiber distribution frame (FDF) in **SBC-13STATE**'s office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office on the FDF at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.4.3 Design Three: **SBC-13STATE** will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole. **SBC-13STATE** will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

3.4.4.4 Design Four: Both CLEC and **SBC-13STATE** each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the **SBC-13STATE** location.

3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is CLEC's responsibility to provision and maintain.

3.4.6 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **SBC-13STATE**'s responsibility to provision and maintain.

3.4.7 **SBC-13STATE** and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

3.4.9 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and **SBC-13STATE**.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 If CLEC determines to offer local Interconnection within an **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC-SWBT**) or LATA (**PACIFIC**, **NEVADA**, **SNET**, and **SBC-AMERITECH**). Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be

documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **SBC-13STATE** Central Offices, CLEC shall provide written notice to **SBC-13STATE**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **SBC-13STATE** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange/LATA, **SBC-13STATE** shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

4.4 CLEC and **SBC-13STATE** shall work cooperatively to install and maintain a reliable network. CLEC and **SBC-13STATE** shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.5 CLEC and **SBC-13STATE** will review engineering requirements on a semi-annual basis and establish non-binding forecasts for facilities utilization provided under this Appendix.

4.6 CLEC and **SBC-13STATE** shall:

4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Notify each other when there is any change affecting the service requested, including the due date.

4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the non-binding trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual non-binding forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate based on mutual consent of the Parties. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system or an appropriately sized system will be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover both CLEC's and **SBC-SWBT**, **PACIFIC** and **NEVADA** leasing of facilities from each other for purposes of Interconnection. **SBC-AMERITECH** and **SNET** offers leased facilities from the applicable Access Tariff.

6.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.

6.3 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

6.4 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

6.5 Any request by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requested Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

6.5.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

6.5.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

6.5.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR as well as inform requesting party if the BFR is not the correct process for the Request, and in such acknowledgement advise requesting Party of any further information needed to process the Request.

6.5.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the

requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.

6.5.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 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.

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION 3

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY] 4

3. PERMANENT NUMBER PORTABILITY (PNP) 8

4. INP TO PNP TRANSITION 15

5. MASS CALLING CODES 15

6. PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT 18

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH 18

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 19

EXHIBIT 1 [SBC-SWBT ONLY]

APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability 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 As used herein, **SBC-13STATE** means an ILEC 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 an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 As used herein, **SBC-8STATE** means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.10 As used herein, **PACIFIC** means an ILEC doing business in California.

1.11 As used herein, **NEVADA** means an ILEC doing business in Nevada.

1.12 As used herein, **SNET** means an ILEC doing business in Connecticut.

1.13 The prices at which **SBC-13STATE** agrees to provide CLEC with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

2.1 Due to all **NEVADA**, **PACIFIC**, **SBC-AMERITECH** and **SNET** switches being LNP capable, this Section does not apply.

2.2 General Terms and Conditions

2.2.1 **SBC-SWBT** and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or **SBC-SWBT**. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.3 Service Provided

2.3.1 **SBC-SWBT** shall provide INP to CLEC only, as described herein.

2.3.2 **SBC-SWBT** shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. **SBC-SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.

2.3.3 **SBC-SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SBC-SWBT** to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.

2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, **SBC-SWBT** shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-**SWBT**

2.4.1 **SBC-SWBT**'s sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

2.5.1 CLEC shall coordinate the provision of service with **SBC-SWBT** to assure that CLEC's switch is capable of accepting INP ported traffic.

2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of **SBC-SWBT** or any of its End Users. In the event that **SBC-SWBT** determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of **SBC-SWBT** or any of its End Users, **SBC-SWBT** may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or **SBC-SWBT**'s tariffs, where applicable.

2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.

2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard **SBC-SWBT** intercept announcement **SBC-SWBT** shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by **SBC-SWBT** to its own End User subscribers has elapsed, the ported telephone number will be released back to **SBC-SWBT**.

2.5.5.1 Formerly ported telephone numbers which revert to **SBC-SWBT** as described above shall be reassigned or provided with a standard **SBC-**

SWBT intercept announcement in accordance with **SBC-SWBT**'s standard operating procedures then in effect.

2.5.6 CLEC shall designate to **SBC-SWBT** at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:

2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between **SBC-SWBT** and CLEC.

2.7.1.4 Where facilities exist, **SBC-SWBT** will provide identification of the originating telephone number, via SS7 signaling, to CLEC.

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which **SBC-SWBT** is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party $1.75 per month for each business line and $1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 **SBC-12STATE** provides CLECs the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **SBC-12STATE** will provide CLEC the use of the **SBC-12STATE** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of **SBC-12STATE**

3.3.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

3.3.2 **SBC-SWBT** has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998

Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, **SBC-SWBT** will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).

3.3.4 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

3.4.1 When purchasing the SPNP Database Query, CLEC will access **SBC-12STATE** s facilities via an SS7 link: **SBC-AMERITECH** - Section 8 of FCC No. 2 Access Service Tariff/**NEVADA** – Section 6 of FCC No. 1 Access Services tariff/**PACIFIC** – Section 6 of FCC No. 128 Access Service tariff/ **SBC-SWBT**- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the **SBC-12STATE** STP.

3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise **PACIFIC/NEVADA/SBC-SWBT** of the entry point(s) of queries to the **PACIFIC/NEVADA/SBC-SWBT** network and provide a query forecast for each entry point.

3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC-SWBT** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

3.4.5 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.

3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

3.4.8 CLEC shall adhere to **SBC-12STATE**'s reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs.

3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

3.7.7 The CLEC shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

3.7.8 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff

NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

3.8.2 CLEC agrees not to charge **SBC-12STATE**, nor any SBC Affiliate, SBC Subsidiary, or **SBC-12STATE** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

4.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

4.2 **SBC-SWBT** has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

4.3 CLECs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

4.4 New requests for INP will not be provided in a **SBC-12STATE** switch once LRN has been deployed in that switch.

4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. MASS CALLING CODES

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

5.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC-AMERITECH** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

5.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of **SBC-12STATE**

5.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

5.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

5.4.1 CLEC shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.

5.4.2 The CLEC shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC-AMERITECH** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 CLEC shall adhere to **SBC-12STATE**'s reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT

6.1 CLEC shall provide INP and PNP to **SBC-SWBT** under no less favorable terms and conditions as when **SBC-SWBT** provides such services to CLEC.

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH

7.1 CLEC shall provide PNP to **PACIFIC/NEVADA/SBC-AMERITECH** under no less favorable terms and conditions as when **PACIFIC/NEVADA/SBC-AMERITECH** provides such services to CLEC.

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 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

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country

  and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-SWBT** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable**:** _____ (mm/dd/yy)
Requested code opening date[4]**:** _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

Notes: [1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of
LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

_____

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____
_____
_____(CLLI 2): _____
_____
_____(CLLI 3): _____

_____

Authorized company representative signature/title:

APPENDIX NUMBERING

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. GENERAL TERMS AND CONDITIONS.....3

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 5

APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the 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 will coordinate with respect to NXX assignments.

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

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 <u>NXX Migration</u>

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tome providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 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.

APPENDIX OS
(OPERATOR SERVICES)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICES 4

3. DEFINITIONS 4

4. CALL BRANDING 6

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION 8

6. INTRALATA MESSAGE RATING 10

7. HANDLING OF EMERGENCY CALLS TO OPERATOR 10

8. RESPONSIBILITIES OF THE PARTIES 10

9. METHODS AND PRACTICES 11

10. PRICING 11

11. MONTHLY BILLING 11

12. LIABILITY 12

13. TERMS OF APPENDIX 12

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 12

APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) 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 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-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

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

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

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

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

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

1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:

2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.

2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station,

department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:

4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.

4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.1.3 **SBC-10STATE** - CLEC will provide written specifications of its company name to be used by **SBC-10STATE** to create CLEC specific branding messages for its OS 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 Operator Services OS/DA Questionnaire (OSQ).

4.1.4 **SBC-2STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Multiple Brands

4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.

4.1.6.2 **SNET** can support multiple brands for facilities-based CLEC's on multiple trunk groups.

4.1.7 Branding Load Charges

4.1.7.1 **SBC-SWBT** - 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 the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.1.7.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.7.3 **SBC-2STATE** – 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 the branding announcement.

4.1.7.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.

5.1.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.

5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable OS rates as provided by CLEC.

5.1.4.1 **SBC-AMERITECH** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a CLEC End User, **SBC-AMERITECH** and **SBC2-STATE** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **SBC-AMERITECH** and **SBC2-STATE** has the

capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. INTRALATA MESSAGE RATING

6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT.**

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) unless notified otherwise by the CLEC.

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

8.2.1 **SBC-2STATE** - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when **SBC-2STATE**

5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each **SBC-2STATE** Operator assistance switch.

8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

9.1 **SBC-13STATE** will provide OS to CLEC's End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

10.1 The prices at which **SBC-13STATE** agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

10.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

11.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

12.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.

13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 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.

APPENDIX OSS-RESALE & UNE
(OPERATIONS SUPPORT SYSTEMS)

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 4

3. GENERAL CONDITIONS 4

4. PRE-ORDERING 8

5. ORDERING/PROVISIONING 12

6. MAINTENANCE/REPAIR 17

7. BILLING 18

8. REMOTE ACCESS FACILITY 19

9. DATA CONNECTION SECURITY REQUIREMENTS 21

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES 26

11. MISCELLANEOUS CHARGES 27

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 28

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.

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**.

3. 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 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.

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 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 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."

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.

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;

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-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:

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 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 1st, 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 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 **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 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 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

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**.

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:

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.

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.)

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.

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 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.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

9.7.1 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.

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.

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 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 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.

APPENDIX
PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION…….1

2. RESULTS OF COLLABORATIVE PROCESS……4

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

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

1.2 As used herein, **AM-IL** means Illinois Bell Telephone Company.

1.3 As used herein, **AM-OH** means The Ohio Bell Telephone Company.

1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier ("CLEC") to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.

1.5 As used herein, in Illinois, Merger Conditions shall mean those conditions related to the SBC Ameritech merger order by the Illinois Commerce Commission in Docket Number 98-0555.

1.6 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the SBC/ Ameritech merger ordered by the Public Utility Commission of Ohio in Case number 98-1082-TP-AMT.

1.7 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

1.8 Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that **AM-IL/AM-OH** is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.

2. RESULTS OF COLLABORATIVE PROCESS

2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on SBC/Ameritech's Internet website. AM-IL/AM-OH agrees to maintain the website in accordance with the resolutions achieved within the Collaborative Process.

2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party may raise the issue in accordance with the procedures for state Commission resolution of Collaborative Process disputes as described in the Merger Conditions. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by Ameritech in response to the Collaborative Process as then posted on SBC/Ameritech's Internet website. . The parties acknowledge that the Illinois Commerce Commission ("ICC") has initiated a proceeding in Docket 01-0120 to further address the remedy plan required by the Merger Conditions in Illinois and that AM-IL will be bound by the ICC's final order in that docket (the "0120 Final Order"), subject to either party's right to appeal or otherwise lawfully challenge (together, for purposes of this subsection 2.2, "appeal") said order. Until the earlier of the expiration or termination of this Agreement or the expiration or termination of the requirements in the 0120 Final Order pursuant to said order or to the decision on any appeal therefrom, the parties will abide by the remedy plan (including but not limited to the associated performance measurements and audit provisions, if any) in the 0120 Final Order, and in any subsequent orders or decisions on appeal modifying that order. The parties acknowledge that AM-IL's obligation to abide by the 0120 Final Order as provided herein was not voluntarily "negotiated" within the meaning of Paragraph 43 of the FCC's Order in Docket 98-141, but is mandatory in Illinois in light of the pendency of ICC Docket 01-0120 Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from the 0120 Final Order, and compliance with and implementation of said order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

2.3 In addition to the exclusions described in the performance measures and remedy plans

developed within the Collaborative Process, **AM-IL/AM-OH** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems proximately caused by the actions of a Service Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

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

TABLE OF CONTENTS

1. APPENDIX SCOPE OF TERM 3

2. ILEC DESIGNATIONS.....3

3. CLASSIFICATION OF TRAFFIC.....4

4. RESPONSIBILITIES OF THE PARTIES.....6

5. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX.....6

6. MCA TRAFFIC -- SBC-MO 7

7. TRANSIT TRAFFIC COMPENSATION 8

8. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX.....9

9. INTRALATA 800 TRAFFIC 9

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

11. INTRALATA TOLL TRAFFIC COMPENSATION 11

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

13. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET 13

14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS 14

15. ADDITIONAL TERMS AND CONDITIONS 16

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 ILEC 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.

1.2 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.

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

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

2 ILEC DESIGNATIONS

2.1 **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 Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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.

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.

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.

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.

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

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

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

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

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

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

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

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

3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CLEC and ILEC 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.

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:

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

b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC 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.

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.

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 this Appendix and Appendix Pricing. 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.

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.

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.

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

6.1.1 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.

6.1.2 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).

6.2 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.

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

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 applies to all MOUs between a Party and third party networks that transits an **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element 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 rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

7.2 While the Parties agree that it is the responsibility of CLEC to negotiate direct interconnection arrangements with each third party carrier (ILECs or other CLECs) with which it is exchanging substantial transit traffic, SBC-13STATE 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 CLEC has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC, SBC-13STATE will provide CLEC with transit service. If transit traffic volumes exchanged by CLEC 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) CLEC will, within thirty (30) days, request to enter into agreements with third-party carriers to connect directly.

7.2.1 In the event CLEC originates traffic that transits **SBC-13STATE**'s network to reach a third party Telecommunications Carrier with whom CLEC does not have a traffic Interexchange agreement, then CLEC will indemnify **SBC-13STATE** against any and all charges levied by such third party Telecommunications Carrier related to such traffic. The terminating party and **SBC-13STATE** will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor **SBC-13STATE** will be required to function as a billing intermediary, e.g. clearinghouse. In the event Ameritech is billed terminating charges related to such traffic by a third party Telecommunications Carrier, **SBC-13STATE** will use commercially reasonable efforts not to pay those charges.

7.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.

7.4 **SBC-IL ONLY** - Because there are currently no mandatory Primary Toll Carrier (PTC) arrangements in the state in which this Agreement will be performed, this Agreement includes no provision governing the terms and conditions pursuant to which **SBC-13STATE** will deliver PTC traffic to CLEC and includes no provision governing terms, conditions or rates relating to CLEC's termination of such traffic. In the event that mandatory PTC arrangements are established in the state where this Agreement will be performed or in the event that all or part of this Agreement is ported to a state where there are mandatory PTC arrangements, such terms, conditions and rates must be included in the resulting interconnection agreement in order for it to constitute an entire

agreement. The parties shall exercise good faith efforts to negotiate timely such necessary terms, conditions and rates.

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.

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

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.

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 in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other 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.

9.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

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

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.

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 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, CLEC is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.

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.

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. Information shall be exchanged 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 exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

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 ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.

10.7 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.

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. 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 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 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

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:

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.

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 **SBC-13STATE**s, **SBC-13STATE**s 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.

13. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

13.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, 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 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:

13.2.1 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.

13.2.2 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 PLU is adjusted based upon the audit results, the adjusted PLU 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 the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the 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 ILEC's option to invoke on a date specified by ILEC 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.

14.2 ILEC 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 ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

14.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC 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.

14.4 Should a regulatory agency, court or legislature change or nullify the ILEC'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.

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.

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 ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

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.

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.

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.

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.

APPENDIX RESALE

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DESCRIPTION AND CHARGES FOR SERVICES 4

3. TERMS AND CONDITIONS OF SERVICE 5

4. ANCILLARY SERVICES 15

5. BRANDING 20

6. OS/DA RATE/REFERENCE INFORMATION 22

7. RESPONSIBILITIES OF SBC-13STATE 22

8. RESPONSIBILITIES OF CLEC 26

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 29

APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services 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, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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.

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, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.19 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

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 Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'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, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.

2.1.1 This section applies only to **SWBT-KS**:

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 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to applicable law and relevant decisions of the appropriate Commission.

2.3 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

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 **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, 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 CLEC's obligation under 251(b)(1) of the Act. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.

3.2 CLEC may resale Plexar , Centrex and Centrex-like services in accordance with state and federal laws, rules, regulations, and commission orders. Functionality for Centrex or Centrex-like services to be resold by CLEC will be the same as that currently provided.

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

3.3.1 This section applies only to **SWBT-TX**:

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 CLEC shall not resell residential class of service to end users who are not eligible to purchase residential class of service.

3.4.1 CLEC 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 CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and CLEC do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

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

3.4.2.1 CLEC 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 CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and CLEC do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs.

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

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

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

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 PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK:

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

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:

3.5.5.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 **SBC-13STATE** will offer resale for any Telecommunication services provided at retail to subscribers who are not Telecommunication carriers.

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.

3.11 For Illinois:

Description

A Service Ordering Charge is the charge for receiving, recording and processing information necessary to execute an end user's request for service. 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.

There are three types of Service Ordering Charges. They are:

Order Type	Description:
Service Ordering - Establish	• assessed when establishing telephone service or moving telephone service from one premises to another within Ameritech territory
Service Ordering – Line Connection Charge	• applicable when connecting the central office line; up to and including the Standard Network Interface (SNI), protector, or its equivalent (demarcation point) inside the end user's premises. A Line Connection Charge is assessed **per line** being connected.
Service Ordering - Add or Change	• assessed when moving, adding or changing existing telephone service; or adding a new line(s) on a Change (C) order
Service Ordering - Record Work Only	• applicable for changes for Telecommunications Carrier requests which do not involve central office or premise work (e.g., "as-is" conversions, directory listings)

"AS-IS" Assume/Conversion/Migration

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

- converting an existing account "as-is" without any changes/additions/deletions

Class of Service	Applicable Charges
Residence & Business	• Service Ordering – Record Work 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 • Line Connection **

Note: ** One 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 Service	Applicable Charges
Residence & Business	• Service Ordering - Establish • Line Connection **

Note: ** One 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

Class of Service	Applicable Charges
Residence	• Service Ordering - Add or Change • Line Connection **
Business	• Line Connection **

Note: **One 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

Class of Service	Applicable Charges
Residence	• Service Ordering - Add or Change • Line Connection **
Business	• Line Connection **

Note: ** One Line Connection 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	• Service Ordering - Add or Change
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 account:

Activity	Business	Residence
• establish Custom Calling feature • change from one Custom Calling feature to another	• none	• Service Ordering - Add or Change

• change Speed Call 8 to Speed Call 30, or vice versa		
• establish Advanced Custom Calling feature • change from one Advanced Custom Calling feature to another	• none	• Service Ordering - Add or Change
• establish Alternate Answer, Busy Line Transfer or Message Waiting	• none	• Service Ordering – Add or Change**
• establish Multi-Ring Service • change Multi-Ring number(s)	• none	• Service Ordering - Add or Change
• establish 900 and/or 976 Blocking	• none	• none
Additional Listings • add • change • remove	• none • none • none	• Service Ordering - Record Work Only • Service Ordering - Record Work Only • none
Address • change, add, delete Community Des • change due to Post Office • omit from Directory • other	• none • none • none • none	• none • none • Service Ordering - Record Work Only • Service Ordering - Record Work Only
Non-Published/Non-Listed • change to listed • establish, with no number change	• none • none •	• none • Service Ordering - Record Work Only

Note: ** If only one Complimentary Network Service (CNS) feature ordered and end user only has only one CNS feature currently on line, a Service Ordering - Add or Change charge applies.

3.11.1 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING in the “Other (Resale)” category, listed as "conversion charges," and are applied per billable telephone number.

3.11.2 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.3 When CLEC 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 the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing 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 **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.

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 **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, "conversion charges" is the record change charge for a customer(s) existing service from **SBC-13STATE** 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 Conversion Charge. The Conversion Charge is applied per service order.

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

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 CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **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 CLEC 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.

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

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.

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 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 contact 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 **SBC-AMERITECH**:

3.15.1 **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%.

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** 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 CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

*3.15.2.6 If the Customer Service Record (CSR) for the End User obtained by CLEC fails to reflect the existence of a term liability penalty in a retail contract, including ICB contracts, and the existence of a term liability penalty is discovered after the End User switches to CLEC, then **SBC-AMERITECH** will allow, at the End User's request, the End User to re-establish service with **SBC-**

* This Section 3.15.2.6 is available only in the state of Illinois. The Parties agree that this language is a non-voluntary offering by **AM-IL** and consistent with the following order: Order of the Illinois Commerce Commission in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 01-0623. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

AMERITECH under the terms of its original agreement and it will waive the assessment of term liabilities or other penalties in connection with its attempted change in service if the End User is released from its obligations by CLEC.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. CLEC 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. When requested by SWBT, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.1.1 Should any CLEC 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 Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC'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 **SBC-13STATE** compensates its own End Users for directory listing errors, **SBC-13STATE** shall compensate CLEC on a comparable basis for directory listing errors.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify,

protect, save harmless and defend **SBC-13STATE** 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 CLEC in providing CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against CLEC alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

4.5 Each CLEC End User will receive one copy per primary End User listing of **SBC-13STATE's** White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE's** End Users.

4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **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.

4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

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 **SBC-13STATE** includes Spanish Customer Guide Pages, this informational page will

also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.

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 CLEC End User listings in **SBC-AMERITECH** White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of. **SBC-AMERITECH.**

4.10 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.11 **SBC-13STATE** shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 CLEC 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 CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **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 **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones and received by 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."

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

4.12.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:

4.12.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.

4.12.4 **SBC-13STATE** will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC'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 may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.

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

4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.12.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone

services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC 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 **SBC-13STATE** pays any Payphone Compensation to CLEC 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 CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** 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, including a PSP, in any way relating to or arising from any of the following:

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

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

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC 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.

4.13.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE**

state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

4.13.2.1 CLEC 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.

4.13.2.2 Should CLEC 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, CLEC 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.

4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC 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

5. BRANDING

5.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

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 **SBC-13STATE** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since

SBC-13STATE's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

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

5.3 Call Branding

5.3.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

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 **SBC-AMERITECH** – CLEC will provide written specifications of its company name to be used by **SBC-AMERITECH** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

5.4.1 **SBC-SWBT** and **SBC-Ameritech** - 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 the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** and **SBC-Ameritech** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

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.

6. OS/DA RATE/REFERENCE INFORMATION

6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.

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

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

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC

shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

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

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. **SBC-13STATE** agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. **SBC-13STATE** agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change.

7.4 **SBC-13STATE** will timely provide CLEC with detailed billing information necessary for CLEC to issue monthly bill(s) to its End User(s). CLEC 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 Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "Other (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides 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. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers 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 **SBC-13STATE** currently makes 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 CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC 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 CLEC's responsibility to provide additional information necessary for any police investigation.

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

7.6.2 **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**. LEC 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 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 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 CLEC

8.1 Prior to submitting an order under this Appendix, CLEC 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. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC 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 an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **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. CLEC shall make any such authorization it has obtained available to **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, **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. 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."

8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC 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 CLECs or from **SBC-13STATE**.

8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC 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 CLECs or from **SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. Prior to subscription, at CLEC's request, the current WTN pricing and applicable transmission charges will be provided to CLEC. **SBC-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 CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a

per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC 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 CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users.

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

8.7 **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 CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users.

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

8.8 If CLEC 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 CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

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

8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.

8.11 CLEC acknowledges and agrees that, in the event CLEC 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, CLEC 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.

8.12 In good faith, CLEC will provide non-binding forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

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.

APPENDIX SS7

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. SERVICE DESCRIPTION.....4

3. MANNER OF PROVISIONING.....9

4. RESPONSIBILITIES OF SBC-12STATE.....11

5. RESPONSIBILITIES OF CLEC.....12

6. BONAFIDE REQUEST PROCESS.....12

7. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH.....13

8. DESCRIPTION OF RATE ELEMENTS SBC-7STATE.....14

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 16

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 SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. 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.

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 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.

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.

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** 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 CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the **SBC-12STATE** 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 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 **SBC-12STATE**'s STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **SBC-12STATE** STP mated pair. The CLEC 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** wire center. In the **SBC-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in the **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **SBC-12STATE** 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.

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** STP building and connects the STP Port Termination to the CLEC 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** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE** STP.

2.4.3 STP Access Link

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

2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **SBC-12STATE** STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

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

2.7 When CLEC 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, CLEC 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** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-12STATE** 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 first 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 CLEC switch to **SBC-12STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE**.

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 CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or

through CLEC purchase of an **SBC-12STATE** 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 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **SBC-12STATE** 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 CLEC requests that **SBC-12STATE** add a Signaling Point Code (SPC), CLEC will identify to **SBC-12STATE** the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition". This rate element will not apply in **SBC-2STATE**.

2.9.6 CLEC will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC 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.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **SBC-12STATE** designated STP pair to a to a **SBC-12STATE** 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 the **SBC-AMERITECH** the Signal Switching and Signal Transport 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 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 CLEC utilizes **SBC-12STATE**'s Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the **SBC-12STATE** 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** SS7 network: **SBC-12STATE** Local Switching or Tandem Switching; **SBC-12STATE** 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 CLEC at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE** SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests **SBC-12STATE** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 **SBC-12STATE** will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE** STPs.

2.12.3 **SBC-12STATE** 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 CLEC shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to CLEC on the routes and signaling point codes served by the **SBC-12STATE** 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** "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE** "regional" STP pair to another **SBC-12STATE** STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or CLEC, 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** 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** 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.

3.4 Dedicated Signaling Links

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

3.4.2 Signaling links from **SBC-12STATE** mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from CLEC'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 CLEC's STPs that are connected to **SBC-12STATE**'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 access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

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

3.4.5 When CLEC requires a STP Access Link, CLEC and **SBC-12STATE** 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.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE**'s interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE** 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** signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with **SBC-7STATE** TP76638 **SBC-AMERITECH** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L780023-**SBC-2STATE**.

3.5 Use of the STP

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

4. RESPONSIBILITIES OF SBC-12STATE

4.1 **SBC-12STATE** 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** or CLEC facilities, natural disasters, mass calling or national security demands.

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

4.3 **SBC-12STATE** shall define regional functions and local functions of its STPs. **SBC-12STATE** will route ISUP messages within the **SBC-12STATE** 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** shall route messages generated by the action of CLEC throughout the **SBC-12STATE** 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** will not use any information within messages for any purpose not required by or related to the use of the **SBC-12STATE** signaling network. **SBC-12STATE** will

not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **SBC-12STATE** 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**'s STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **SBC-12STATE** the SPC(s) associated with the CLEC set of links.

5.2 CLEC shall identify to **SBC-12STATE** the GTT information for messages that route to CLEC.

5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), CLEC shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.

5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE** signaling network.

5.5 CLEC shall furnish to **SBC-12STATE**, 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** shall utilize the forecast in its own efforts to project further facility requirements.

5.6 CLEC shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in CLEC'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 CLEC to be forwarded to **SBC-12STATE**'s network. CLEC 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** via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **SBC-AMERITECH** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation 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.

7.3 Signal Formulation

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.

7.4 Signal Transport

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 **SBC-AMERITECH** 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 **SBC-AMERITECH** end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

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).

7.6 Signal Tandem Switching

7.6.1 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.

8. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

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

8.2 SS7 Transport

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

8.2.2 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.

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

8.3 Dedicated Signaling Links

8.3.1 SS7 Link Cross Connect

8.3.1.1 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.

8.3.2 STP Port Termination

8.3.2.1 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.

8.3.2.2 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.

8.3.3 STP Access Link

8.3.3.1 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.

8.4 Signaling Point Code Addition

8.4.1 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.

8.5 Global Title Translation (GTT) Addition

8.5.1 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.

8.6 Use of the STP Per Call

8.6.1 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.

8.6.2 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.

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.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

TABLE OF CONTENTS

1. INTRODUCTION 4

2. DEFINITIONS 4

3. SCOPE OF AGREEMENT 7

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION 8

5. GENERAL PROVISIONS 9

6. DISCLAIMER OF WARRANTIES 11

7. DISPUTE RESOLUTION 11

8. INDEMNIFICATION 11

9. LIABILITIES AND LIMITATIONS OF LIABILITY 15

10. INSURANCE 16

11. ASSIGNMENT OF RIGHTS 18

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES 20

13. FAILURE TO ENFORCE 22

14. CONFIDENTIALITY OF INFORMATION 22

15. ACCESS TO RIGHTS-OF-WAY 24

16. SPECIFICATIONS 25

17. ACCESS TO RECORDS 27

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS 28

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS 28

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK).....29

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES 32

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES.....32

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES.....33

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES.....33

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS 34

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES 36

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS.....37

28. REMOVAL OF ATTACHING PARTY'S FACILITIES.....39

29. RATES, FEES, CHARGES, AND BILLING.....41

30. PERFORMANCE AND PAYMENT BONDS.....41

31. NOTICES 42

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....43

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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 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 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indian, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of **SBC-13STATE**.

1.4 As used herein, **PACIFC** means the ILEC doing business in California.

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.

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 **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

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 **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

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 **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.

2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.

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 **SBC-13STATE** 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.

2.8 Make-ready work. The term "make-ready work" refers to all necessary work performed or to be performed to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

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 facilities in ducts or conduits which are parts of **SBC-13STATE**'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 the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).

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 **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.

2.13 Rights-of-way. The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:

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 **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

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 **SBC-13STATE** shall provide non-discriminatory and competitively neutral access to **SBC-13STATE**'s Structure in accordance with applicable law. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;

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 **SBC-13STATE**; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. 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.

3.3 No Effect on **SBC-13STATE**'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 **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'S interest in any of **SBC-13STATE**'S Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party 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.

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 any Attaching Party in the Structure obtained hereunder.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

4.1 Effective Date. This Agreement shall be effective as of the _____ day of _____, 2002, 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.

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 **SBC-13STATE** [Applicable only in the event that this is not part of an Interconnection Agreement.] Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate negotiations for continued access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Agreement.

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 Attaching Party, as permitted under Section 4 of this Agreement, shall not affect Attaching Party's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Agreement. Elective termination of this Agreement by **SBC-13STATE** shall not affect **SBC-13STATE**'s obligations to afford access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SBC-13STATE** as required by the Pole Attachment Act, the 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 **SBC-13STATE** 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.

5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.

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 Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

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.

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.

6. DISCLAIMER OF WARRANTIES

SBC-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS OF WAY ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

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.

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 **SBC-13STATE**'s Structure.

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 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 **SBC-13STATE** pole, duct, conduit, or right-of-way.

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 **SBC-13STATE** pole, duct, conduit, or right-of-way.

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.

8.9 Miscellaneous Claims Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way;or

8.9.2 claims based on the violation by Attaching Party 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.

8.10 Attaching Party's General Indemnity Obligations to **SBC 13-STATE**. 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 Attaching Party's enforcement of its rights against **SBC 13-STATE** 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, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** 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 Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement,

or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. 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 **SBC-13STATE**'s enforcement of its rights against Attaching Party 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, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching 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 **SBC 13STATE'S** access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Agreement, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

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.

9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the

uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 8.10 of this Agreement, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 8.10. In no event shall **SBC-13STATE** be liable to Attaching Party 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 **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for injuries, losses, or damages 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 **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Agreement.

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 the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching

Party 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 the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Agreement.

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.

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 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** 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

10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** 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.

10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Agreement.

10.5 Attaching Party agrees to provide **SBC-13STATE** 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.

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.

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 Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:

11.1.2.1 Prior to Overlashing, the Attaching Party shall,on the form prescribed, provide SBC-13STATE 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 SBC-13STATE may reasonably require.

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 the Attaching Party with respect to the provisions of this Appendix and this Agreement.

11.1.2.4 There are no charges for overlashing.

11.1.2 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party'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 Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the Agreement and provide proof satisfactory to **SBC-13STATE** 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 by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party 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 Attaching Party under the Agreement, including liability to **SBC-13STATE** 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 Attaching Party under the Agreement, as applicable.

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 Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

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 Attaching Party 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, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

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 Attaching Party 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 Attaching Party is cable television system having access to **SBC-13STATE**'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 Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State).

12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party 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) Attaching Party'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.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.

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

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 Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Agreement (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** 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.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize

Attaching Party's confidential or proprietary information only for lawful purposes as follows:

14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'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, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party 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 **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first:

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

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

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** 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 **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first:

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

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

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public 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 **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any

such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

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 **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance

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

16.2 Published Standards. Attaching Party'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:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

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");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the **SBC-13STATE** Structure Access Guidelines.

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.

16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'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.

16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'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, Attaching Party or its

representative may enter or perform work within **SBC-13STATE's** conduit system to conduct the work identified in the notice, regardless of the presence of an **SBC-13STATE** employee or representative.

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

17. ACCESS TO RECORDS

17.1 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 **SBC-13STATE's** Structure, with copies to be provided within a reasonable time thereof. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information, **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SBC-13STATE** will provide its most current maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;

17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure.

17.3.5 the existing utilization of the Structure.

17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.

17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and shall be granted an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms which shall require only information that is reasonably necessary to grant the permit. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.

18.3 Make-Ready Survey. A Make-Ready survey shall promptly be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

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. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party'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 the Attaching Party'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 **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **PACIFIC**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** 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 **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **PACIFIC**: Space assignment is 9 months in California.

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

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

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written 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, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

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

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required and are necessary to prepare **SBC-13STATE**'s Structure, and

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 Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which materially degrades the integrity of **SBC-13STATE's** Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, ,conduits and rights of ways.

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 Attaching Party's facilities, Attaching Party 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 **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.

20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will promptly issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.

20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by **SBC-13STATE** or Other User.

***PACIFIC** only: Space assignment shall not exceed nine (9) months in California.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'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.

21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** reasonably informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

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 **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'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.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** 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.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party 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.

24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will